

EXHIBIT 7
TO
FSCLE OBJECTION TO THE MOTION TO CONVERT
CHAPTER 7 CASE TO CHAPTER 11

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:

Case No.:
22-31641(MVL)

GOODMAN NETWORKS, INC.

Debtor.

DEPOSITION

OF

HOWARD KONICOV

December 12, 2022

ALPHA REPORTING CORPORATION
a Veritext Corporation
236 Adams Avenue
Memphis, TN 38103
901-523-8974
www.veritext.com

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1 The deposition of HOWARD KONICOV is
2 taken on this, the 12th day of December 2022, on
3 behalf of the Creditors, pursuant to notice and
4 consent of counsel, beginning at approximately
5 11:00 a.m. EST via Zoom.

6 This deposition is taken pursuant to the
7 terms and provisions of the Federal Rules of
8 Civil Procedure.

9 All forms and formalities are waived.
10 Objections are reserved, except as to form of the
11 question, to be disposed of at or before the
12 hearing.

13 The signature of the witness is waived.

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25

A P P E A R A N C E S
FOR THE PETITIONING CREDITORS:

RYAN P. PHAIR, ESQ.
rphair@huntonak.com
Hunton Andrews Kurth
2200 Pennsylvania Avenue, NW
Washington, DC 20037
202-955-1921

BRIAN M. CLARKE, ESQ.
brianclarke@huntonak.com
Hunton Andrews Kurth
200 Park Avenue
New York, New York 10166
212-850-2825

PHILLIP MICHAEL GUFFY, ESQ.
pguffy@huntonak.com
Hunton Andrew Kurth
600 Travis Street, Suite 4200
Houston, Texas 77002
713-220-4200

FOR ARRIS SOLUTIONS, INC.:

RYAN J. SULLIVAN, ESQ.
ryan.sullivan@us.dlapiper.com
DLA Piper
303 Colorado Street, Suite 3000
Austin, Texas 78701
512-457-7000

LAURA ELIZABETH SIXKILLER, ESQ.
laura.sixkiller@us.dlapiper.com
DLA Piper
2525 East Camelback Road,
Suite 1000
Phoenix, Arizona 85016
480-606-5100

1 APPEARANCES CONTINUED
2 FOR FEDEX SUPPLY CHAIN LOGISTICS AND ELECTRONICS:
3 ROBERT CAMPBELL HILLYER, ESQ.
cam.hillyer@butlersnow.com
4 ADAM LANGLEY, ESQ.
adam.langley@butlersnow.com
5 Butler Snow
6075 Poplar Avenue, Suite 500
6 Memphis, Tennessee 38119
901-680-7322

7
8 FOR JOHN GOODMAN, GNET ATC, LLC
9 ANDREA HARTLEY, ESQ.
andrea.hartley@akerman.com
10 Akerman LLP
2001 Ross Avenue, Suite 3600
11 Dallas, Texas 75201
214-720-4300

12
13
14
15 ALSO APPEARING:
16 JENNIFER LEE, ESQ.
MATTHIAS KLEINSASSER, ESQ.
17 JASON RUDD, ESQ.

18
19
20 REPORTED BY:
Valerie Hall Gilliam, CRR, RPR, LCR

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1 (11:07 a.m. EST)

2 MR. PHAIR: So Matthias, I'm sorry. I
3 didn't hear you in your discussion earlier. I
4 think our position is third parties, your
5 witnesses that you represent are nonparties,
6 they're testifying later this week. We don't
7 think it's appropriate that you participate in
8 this deposition.

9 And I don't even know actually how you
10 got the link, but I don't think you can sort of
11 show up at a deposition uninvited. So I think
12 for you and Jason, I think we respectfully ask
13 for you to leave the Zoom at this point.

14 MR. KLEINSASSER: Okay. Can you hear
15 me?

16 MR. PHAIR: Yes.

17 MR. KLEINSASSER: Okay. So I guess my
18 first question is, we all signed a protective
19 order governing, you know, confidential
20 information and testimony in this proceeding. So
21 if I cannot listen to the deposition, how am I
22 supposed to fulfill my obligations to my client
23 under the protective order that everyone here
24 signed?

25 MR. PHAIR: Look, man, you're a nonparty

1 to the deposition. Like, you weren't even sent a
2 link. I don't even know how you got a link, but
3 you don't get to Zoom bomb depositions that you
4 didn't notice.

5 MR. KLEINSASSER: That's not what I
6 asked you.

7 MR. PHAIR: Look, I'm not being deposed
8 today. I've made a request of you. This is not
9 your deposition. You were not invited to this
10 deposition, nor was Jason. Respectfully, you
11 cannot Zoom bomb a deposition that you were not
12 invited to and that you are not a party to.

13 So we respectfully ask for you to leave
14 the Zoom at this point.

15 MR. KLEINSASSER: Yeah. Well, that's a
16 cute term, Zoom bomb. I want you to respond to
17 my question as to how I'm supposed to fulfill my
18 obligation to my client with a protective order
19 that you signed, your client signed.

20 MR. PHAIR: You're a nonparty to this
21 proceeding.

22 MR. KLEINSASSER: Okay. And I'm sorry,
23 what rule are you citing for this?

24 MR. PHAIR: Look, Matthias, I'm not
25 going to argue with you. You weren't invited to

1 this deposition. You're not supposed to be here.
2 We're respectfully asking you to leave.

3 MR. KLEINSASSER: Okay. Well, I tell
4 you what, I'm not going to hold this up, but I
5 will tell you if this is going to be your
6 position, that just justifies why your deposition
7 of my client as a nonparty, this just underscores
8 how completely unreasonable this is.

9 So at any rate, I'm not going to hold
10 this up if that's your position, and I'll sign
11 off, but I'm just voicing my objections to you on
12 the record. I think you're being completely
13 unreasonable. And I'll also just point out, you
14 won't even answer my question about a protective
15 order.

16 It is not a question of you being
17 deposed. I'm not being deposed either. I just
18 want you to answer the question. You signed the
19 protective order. What's your response to that?

20 MR. PHAIR: I'm not going to be deposed
21 sitting here today. You weren't invited.

22 MR. KLEINSASSER: You're not under oath.
23 I'm just asking --

24 (SPEAKING OVER ONE ANOTHER.)

25 THE COURT REPORTER: One at a time,

1 please. One at a time.

2 MR. PHAIR: I'm not debating with you,
3 Matthias.

4 MR. KLEINSASSER: Okay.

5 MR. PHAIR: I've asked you to leave.

6 MR. KLEINSASSER: Can you at least state
7 for the record you're not going to answer the
8 question?

9 MR. LANGLEY: This is Adam Langley for
10 FedEx. I'm going to pose the same objection over
11 third parties appearing in these depositions.

12 MR. KLEINSASSER: Well, and I have the
13 same question for you, Adam. You signed a
14 protective order as well, so what's your response
15 to that?

16 MR. LANGLEY: Your client was not
17 invited to this deposition. He's a nonparty. I
18 don't understand what you're even arguing. So I
19 think at this point, we've made it very clear.
20 This is our deposition. We should not go forward
21 with nonparties that weren't invited by any party
22 to this litigation.

23 MR. KLEINSASSER: Okay. Well, I tell
24 you what. It is clear y'all are not going to
25 answer the question, so I'll sign off, but I'm

1 just doing this under objection that this is
2 completely unreasonable, particularly given the
3 fact that you guys signed a protective order.
4 You could have raised it at the time if you had a
5 concern with it. So at any rate, I'll sign off.

6 MS. HARTLEY: Matthias, before you sign
7 off, just on record, Andrea Hartley on behalf of
8 Goodman Networks, Inc. We don't object to any
9 nonparties attending as long as they're not
10 asking questions, just for the record.

11 MR. RUDD: And this is Jason Rudd for
12 James Frinzi. We do not intend to ask any
13 questions. Frankly, I thought we were invited
14 because all the parties to the schedule signed
15 off on the protective order. We all signed off
16 on the schedule of the deposition. And my
17 understanding is the invitations went to all of
18 the parties to the protective order and to that
19 schedule. So I think it's appropriate for us to
20 listen in. I will not answer -- I will not ask
21 any questions, but I do plan to listen in.

22 MR. PHAIR: So I'm sorry, so the
23 position here is that Matthias is willing to
24 accede to our request to leave, but Jason, you
25 will not?

1 MR. RUDD: I don't think there's a basis
2 to ask me to leave. I did receive an invitation
3 to listen in on this deposition, and that's what
4 I intend to do. We all agreed to the schedule.
5 We all agreed to the protective order to permit
6 the schedule to go forward. I don't see a basis
7 for me not to be able to listen in.

8 Plus, this isn't typical litigation
9 where you're in a two-party dispute. This is in
10 the context of a bankruptcy filing where there
11 are multiple parties in interest. You have a
12 much broader concept of who is allowed to
13 participate in these proceedings than you would
14 have in a typical two-party litigation dispute.
15 So I think it's a different situation, and I
16 don't think there's a basis to kick people out,
17 especially if the debtors or the deponent do not
18 have an objection to us appearing and listening
19 in.

20 MR. PHAIR: Well, the people who noticed
21 the deposition have an objection. It's our
22 deposition. We control the deposition. We do
23 not invite you to that deposition. You are a
24 nonparty to this deposition, and we're asking you
25 to leave, politely and respectfully on the

1 record.

2 MR. RUDD: So for purposes of the other
3 depositions that are scheduled to go forward this
4 week, is that the position as to all the
5 depositions?

6 MR. PHAIR: If they are party
7 depositions, then anyone who's a party is more
8 than happy to participate. But if you are a
9 nonparty, then you are not allowed to participate
10 in a deposition. That is just common practice.
11 I mean, this shouldn't be controversial.

12 MR. RUDD: We are a party to discovery,
13 though, and we are a party to the protective
14 order that governs the bankruptcy case that has a
15 broad definition of parties and interests.
16 Again, this is not typical litigation where there
17 are just a plaintiff and defendant. There are
18 multiple parties in interest to this matter,
19 including potential creditors.

20 MR. PHAIR: Of which you are not, right?
21 I mean, you're a nonparty. Your witness is
22 testifying, I believe, later this week. We do
23 not consent to having you on this call. We do
24 not invite you. We do not want you. This is our
25 deposition. We control it. We noticed it. We

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1 do not want you here. We're asking you politely
2 to leave.

3 MR. RUDD: But my client does have
4 potential interest in the bankruptcy estate. He
5 could be a creditor. We may have to file proof
6 of claim if there is a bankruptcy claim. So I
7 think from that perspective, we are entitled to
8 listen in and monitor the case as it goes forward
9 to determine whether or not we have a claim that
10 needs to be asserted against the bankruptcy
11 estate.

12 MR. PHAIR: Is your client in the room
13 with you, Jason?

14 MR. RUDD: No. I'm only here as
15 counsel. My client is not in the room.

16 MR. PHAIR: What is your authority for
17 showing up at a deposition that you were not
18 invited to and where the noticing party has asked
19 you to leave? Like, I've never heard anyone try
20 and do that before, so I'm curious as to what --
21 why you think you can show up at a deposition
22 that you aren't invited to.

23 MR. RUDD: I guess I'm surprised we
24 weren't invited.

25 MR. KLEINSASSER: Yeah. I'll just jump

1 in. This happens all the time in bankruptcy. I
2 mean, I don't know how much bankruptcy litigation
3 you do, but in my experience, you know, generally
4 in bankruptcy, it is an open book, whoever wants
5 to attend, attends. And I would love for you to
6 cite the rule that you're citing that requires us
7 to be excluded if you're going to ask him for
8 authority. As of right now, you won't answer any
9 question.

10 So you know, you keep saying you're not
11 being deposed. He's not being deposed either.
12 So why don't we just have an open conversation
13 about this and say, if you think you've got a
14 rule to exclude him, let us know what it is.

15 MR. PHAIR: The rule is simple. You're
16 not a party to the -- like, you're not a party to
17 this, right? You're not. And Matthias, you --

18 MR. KLEINSASSER: So what --

19 (SPEAKING OVER ONE ANOTHER.)

20 THE COURT REPORTER: One at a time,
21 please.

22 MR. KLEINSASSER: -- the Rule of Civil
23 Procedure is. Ryan, what Federal Rule of Civil
24 Procedure are you citing?

25 MR. PHAIR: We are not sitting here

1 debating this. This is our deposition. You were
2 not invited to it. You don't just get to Zoom
3 bomb depositions that you were not invited to.
4 That is not how this works. I mean, this is
5 common, standard practice. Not to mention that
6 your witnesses are testifying later this week.

7 MR. KLEINSASSER: So you don't have any
8 rules? That's what you're saying --

9 MR. PHAIR: My goodness. The rule is
10 this is our deposition. If we want to, I believe
11 we can instruct the court reporter or whoever's
12 controlling the deposition to forcibly remove
13 you. That's what you want us to do?

14 MR. KLEINSASSER: Jason, I interrupted
15 you. I'm sorry. What else are you saying?

16 MR. RUDD: I just don't understand this
17 concept of not being a party and not being able
18 to participate in the deposition in the context
19 of a bankruptcy. You guys have filed an
20 involuntary petition that invokes the possibility
21 that any potential creditor could be a party of
22 interest in this matter.

23 And normally, in a bankruptcy process
24 when the debtor is being deposed, even in the
25 context of involuntary petition, anyone who is a

1 potential creditor would be able to listen in and
2 understand what the debtor's testimony is going
3 to be in support of whether or not this case
4 should go forward.

5 So the bankruptcy code provides a very
6 broad definition of who a party of interest is.
7 And I think that it's appropriate for us as a
8 potential party in interest to be able to listen
9 in.

10 That being said, I also received an
11 invite to this in the context of the overall
12 negotiations for this discovery schedule, and we
13 were a party to that and a party to the
14 protective order. So I don't see any basis for
15 us to be excluded from that.

16 MR. PHAIR: All right. I'm sort of done
17 wasting time on this. Like we've aired it out.
18 It's fine. Can we -- can we remove Matthias
19 and --

20 MR. KLEINSASSER: Hold on. I'm not
21 done. So I'm going to read you -- I'm going to
22 read you an article. This is actual legal
23 authority, not just Ryan's authority because he
24 doesn't like us being here.

25 Federal Rules of Civil Procedure were

1 amended 1993. Federal Rule of Evidence 615 no
2 longer applies. There's no automatic witness
3 sequestration from depositions at the request of
4 a party under the federal rule.

5 So there is no rule that prohibits us
6 from being here, okay? And if you have any
7 authority to the contrary to that, that's fine.
8 But generally, the rule is that people, you know,
9 with relevant information can attend a
10 deposition.

11 MR. PHAIR: Okay. Can we please remove
12 Matthias and Jason from the deposition that they
13 were not invited to?

14 THE COURT REPORTER: Okay. Let me --

15 MR. KLEINSASSER: Ma'am, I will remove
16 myself voluntarily just to save you the time, but
17 I just want to be clear, I'm doing this, you
18 know, with an objection. And to be clear, to the
19 extent that this is improper under the Rules,
20 Ryan, y'all filed a motion for sanctions against
21 my client. Obviously, we reserve the right to do
22 that against y'all. So with that, I'm going to
23 be signing off.

24 MR. PHAIR: Sure. And Matthias, I mean,
25 we welcome -- well, okay.

1 And Jason is the other one.

2 (WHEREUPON, MATTHIAS KLEINSASSER
3 VOLUNTARILY EXITED AND JASON RUDD WAS REMOVED
4 FROM THE ZOOM DEPOSITION.)

5 MS. MILLS: This is Doni. Real quick.
6 I need to remove Exhibit Share access, is that
7 correct, for both Jason and Matthias?

8 MR. PHAIR: Yes, ma'am.

9 MS. MILLS: Okay.

10 MR. PHAIR: We're ready to begin
11 whenever Mr. Konicov is.

12 THE COURT REPORTER: Will the attorneys
13 stipulate that I may swear in the witness
14 remotely?

15 MR. PHAIR: Yes, ma'am.

16 MS. HARTLEY: Yes.

17 HOWARD KONICOV,
18 having been called as a witness, was duly sworn
19 and testified as follows:

20 EXAMINATION

21 BY MR. PHAIR:

22 Q. Good morning, Mr. Konicov. My name is
23 Ryan Phair. I'm a partner at Hunton Andrews
24 Kurth in Washington DC, and I'm here today
25 representing the petitioning creditors.

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1 Before we get started, can you please
2 state your full name for the record?

3 A. Howard Konicov, K-O-N-I-C-O-V.

4 Q. And where do you currently reside?

5 A. New Jersey.

6 Q. Any other location?

7 A. No.

8 Q. And what is your occupation?

9 A. I'm a CPA and a financial consultant.

10 Q. Who do you work for?

11 A. A firm by the name of CFGI.

12 Q. Okay. And what does CFGI stand for?

13 A. It's not -- it's Corporate Finance
14 Group, but we -- we label ourselves and we brand
15 ourselves as CFGI.

16 Q. Okay. And my understanding is that you
17 were engaged in this matter; is that correct?

18 A. Correct.

19 Q. Who were you engaged by?

20 A. I believe -- I believe the engagement
21 letter was for GNET.

22 Q. And just so I'm clear, there's a lot of
23 different corporate entities, is GNET -- which
24 one?

25 A. GNET ATC, LLC is the one that I'm aware

1 of.

2 Q. So there's a written engagement letter
3 between you and GNET ATC.

4 A. Yes, sir.

5 Q. Okay. And Mr. Konicov, I noticed you
6 were straining a little bit.

7 Are you having a hard time hearing me?

8 A. No.

9 Q. Okay. Just wanted to make sure.
10 And when were you engaged by GNET ATC?

11 A. I think the -- I recall a late December
12 2021 date.

13 Q. Okay. And is -- go back to that.

14 Have you ever been deposed before?

15 A. Yes.

16 Q. How many times?

17 A. I believe once.

18 Q. And what was that matter?

19 A. It was Steve and Barry's, which was
20 pending -- I don't recall where it was pending.

21 Q. A bankruptcy proceeding of some kind?

22 A. It was.

23 Q. Okay. And how many years ago was that?

24 A. Twelve years, thirteen years ago.

25 Q. Okay. I just wasn't sure if it was

1 recent or current. But I'm sure your counsel has
2 gone over this with you, but just to sort of set
3 some of the basic ground rules for the deposition
4 today, just sort of briefly walk through it.

5 I'll obviously be asking questions
6 today; you'll be giving us answers. Ms. Gilliam,
7 the court reporter, she'll be trying to take it
8 down as best she can. It's helpful to her if you
9 and I are able to sort of separate our answers,
10 meaning like that we're not talking over each
11 other. I'm sure she'll scold us if we start
12 doing that, but to the best of our ability, we
13 should try and do that.

14 If you need to take a break at any point
15 today, just let me know. The only stipulation
16 that we have is that if there's a question
17 pending, we answer that -- we request that you
18 answer the question and then we're happy to take
19 a break.

20 Generally speaking, we'll probably break
21 on the hour, or every other hour or so, but if
22 you need to do so more or less often or if you
23 just kind of want to be done with this and just
24 sort of -- you know, we can accommodate that
25 accordingly.

1 Does that make sense?

2 A. Yes, it does.

3 Q. Is there any reason why you can't
4 testify truthfully and competently today?

5 A. No reason.

6 Q. Okay. When did you first become aware
7 that you might be deposed in this case?

8 A. I don't -- I don't recall.

9 Q. What did you do to prepare for your
10 deposition today?

11 A. I spent time producing information.
12 I've been following the various pleadings that
13 have been set forth identifying topics for
14 deposition. I've been reviewing them with
15 counsel. I've been involved in the case for
16 almost 12 months now.

17 Q. And when you say "involved in the case,"
18 what do you mean?

19 A. Serving as a financial advisor.

20 Q. And as a financial advisor to GNET ATC;
21 is that correct?

22 A. GNET ATC and its related affiliates.

23 Q. So does the engagement letter between
24 CFGI and GNET ATC cover Genesis as well, or does
25 it cover just GNET ATC?

1 A. It says GNET. However, during the
2 course of the engagement, we -- I wasn't --
3 became involved in other very -- you know,
4 close -- closely-related affiliates.

5 Q. And do you have separate engagement
6 letters for those other closely-related
7 affiliates?

8 A. I do not.

9 Q. Did you amend the engagement letter to
10 include these other closely-related affiliates?

11 A. I did not.

12 Q. But you're currently serving as a
13 financial advisor to the other closely-related
14 affiliates?

15 A. I would say that, yes.

16 Q. Which other closely-related affiliates
17 are you serving as a financial advisor to?

18 A. Goodman Networks, Inc.

19 Q. Any others?

20 A. Multiband Field Services, Inc.

21 Q. Any others?

22 A. No.

23 Q. So the three entities that you're
24 serving as financial advisor to are GNET ATC,
25 Goodman Networks, Inc. and Multiband Field

1 Services, Inc.; is that correct?

2 A. Yes.

3 Q. Are you serving to any -- are you
4 serving as a financial advisor to any individuals
5 in an individual capacity?

6 A. No.

7 Q. Getting back to your preparation for
8 your deposition today, did you review any
9 documents in preparation for your deposition here
10 today?

11 A. Not specifically, no.

12 Q. Did you talk to anyone at the company in
13 preparation for your deposition here today?

14 A. No.

15 Q. So did you do any specific work to
16 prepare for your deposition here today?

17 A. Aside from having conversations with
18 Ms. Hartley and --

19 Q. Let me just pause there. So I don't
20 want you to reveal your communications with
21 Ms. Hartley. I'm sure she's about to tell you
22 the exact same thing. But the -- just -- well,
23 let me break it down and ask crisper questions so
24 we don't go there.

25 Have you met with Ms. Hartley in advance

1 of your deposition here today?

2 A. Yes.

3 Q. How many times?

4 A. Twice by telephone.

5 Q. And when were -- when were those
6 telephone calls?

7 A. Yesterday evening was one of them.

8 Q. What about the other?

9 A. And I would probably say Wednesday or
10 Thursday of last week.

11 Q. And on those calls, was it just you and
12 Ms. Hartley or was there anyone else on those
13 calls?

14 A. Last evening was just Ms. Hartley and
15 myself.

16 Q. And what about the call on Wednesday or
17 Thursday of last week?

18 A. Ms. Hartley's co-counsel was on the
19 phone.

20 Q. Which co-counsel?

21 A. Ms. Hartley's co-counsel -- partner.

22 Q. Oh, someone from the Akerman firm?

23 A. Yes.

24 Q. Got it.

25 A. But let me -- let me -- that -- that was

1 not for the preparation of deposition. That was
2 just my other --

3 THE COURT REPORTER: I'm sorry. He
4 froze.

5 MR. PHAIR: Yeah.

6 THE WITNESS: -- at that point, the only
7 thing we were to topic on --

8 BY MR. PHAIR:

9 Q. Mr. Konicov, I apologize. I don't mean
10 to interrupt you, but you cut out for a minute.

11 A. Oh.

12 Q. So if you can go back to the beginning
13 of what you were saying and let me just -- maybe
14 the court reporter can read the question back.

15 (WHEREUPON, THE REQUESTED PORTION WAS
16 READ BY THE COURT REPORTER.)

17 A. Yes. The -- the Wednesday and Thursday
18 conversation dealt with the scheduling of the
19 deposition and whether the deposition was
20 confirmed or not.

21 Q. Got it.

22 A. Last night -- last evening, conversation
23 with Ms. Hartley was more substantive on the
24 preparation for the deposition.

25 Q. Okay. How long did you talk to

1 Ms. Hartley last night?

2 A. It was late. Probably 20 minutes or so.

3 Q. Okay. And were any documents shown to
4 you in the course of that conversation?

5 A. No.

6 Q. And you said that you haven't reviewed
7 any documents in preparation for your deposition.

8 A. I -- no, I have not.

9 Q. Okay. Okay. Getting back to your
10 retention on behalf of GNET ATC, Goodman
11 Networks, Inc. and Multiband Field Services. Who
12 is your current primary point of contact at the
13 companies for your engagement?

14 A. Well, I report to -- I do have a
15 colleague at CFGI that I'm working with, and our
16 current contact is John Goodman.

17 Q. And has Mr. Goodman been your primary
18 point of contact throughout your engagement since
19 December of 2021?

20 A. He has not.

21 Q. How has that changed over time?

22 A. Mr. Frinzi, James Frinzi was the
23 debtor -- the company's principal -- was my
24 principal contact from the beginning of our
25 engagement, probably up until 60 to 90 days ago.

1 And I believe that's when I started -- that's
2 when John Goodman stepped in as the -- as the
3 point -- as the contact point.

4 Q. Did you receive a formal communication
5 that said that Mr. Goodman would be your point of
6 contact going forward?

7 A. I don't recall formal.

8 Q. Okay. How did you become aware that
9 Mr. Goodman would be your point of contact going
10 forward?

11 A. Probably through e-mail notification of
12 some sort.

13 Q. Going back to your original retention in
14 December of 2021, you mentioned, was it
15 Mr. Frinzi who retained you initially?

16 A. Yes.

17 Q. Did you know Mr. Frinzi prior to your
18 engagement?

19 A. No.

20 Q. How did it come to be that you were
21 engaged by Mr. Frinzi?

22 A. My -- my partner had been in
23 communication with Mr. Frinzi around the time
24 that the engagement letter was signed, and he
25 had -- my -- the partner from CFGI asked me to --

1 asked me to assist in representing the company.

2 Q. What is your partner's name?

3 A. Joseph Baum.

4 Q. And do you understand how Mr. Baum knew
5 Mr. Frinzi?

6 A. I do not.

7 Q. Okay. And had you had any contact or
8 awareness of the companies before your retention
9 by the three companies that we referenced
10 earlier?

11 A. No.

12 Q. So you had no prior affiliation with
13 Goodman Networks?

14 A. That's right.

15 Q. Okay.

16 A. No prior.

17 Q. And did Mr. Baum do work for any of the
18 Goodman companies prior?

19 A. I don't believe so.

20 Q. Did you ever come to understand how it
21 was that your firm was engaged by the three
22 companies?

23 A. I believe that a former client of
24 Joseph's.

25 Q. Would you explain that a little more?

1 A. A former client of Joseph Baum.

2 Q. Oh, Goodman Networks was a former
3 client?

4 A. No. No. A former client of Joseph Baum
5 may have introduced Joseph to this opportunity.

6 Q. Do you know what that client was?

7 A. I don't know the name of the client.

8 Q. Was it a client that was in some way
9 affiliated with any of the companies?

10 A. No.

11 Q. Completely unrelated?

12 A. At the time -- well, -- at the time when
13 we were engaged, my understanding -- I don't know
14 if there's an affiliation. I don't believe there
15 is.

16 Q. Did -- did -- is there -- is it -- is
17 the former client somehow affiliated now with
18 Goodman Networks or any of the companies that you
19 are representing?

20 A. Not that I'm aware of.

21 Q. And who was Mr. Baum's client
22 contact? Was that Mr. Frinzi?

23 A. Yes.

24 Q. And do you know if Mr. Baum knew
25 Mr. Frinzi before being introduced to him by this

1 former client?

2 A. I do not know that. I do not know.

3 Q. Do you know if Mr. Baum knew any of the
4 principals at the companies before this
5 engagement?

6 A. I do not know; however, based on my
7 understanding, he did not have a -- a
8 relationship with them.

9 Q. Was this a RFP process to get this work?

10 A. I don't recall whether there was an RFP.

11 Q. Do you know whether it was a competitive
12 engagement?

13 A. I don't believe so.

14 Q. Who negotiated the retention between
15 CFGI and GNET ATC?

16 A. It would have been my colleague, Joseph
17 Baum.

18 Q. Do you know who he negotiated with at
19 the company?

20 A. It would have been James Frinzi.

21 Q. Okay. And what are the terms of CFGI's
22 engagement by GNET ATC?

23 A. When you ask for the term -- when you
24 suggest terms, can you -- can you narrow it down?

25 Q. Sure. Let's start with the scope of

1 engagement. What is the scope of your engagement
2 with GNET ATC?

3 A. Well, when we were hired, we were hired
4 to present, I'll call it -- there were a few
5 different elements to our involvement or the
6 need.

7 One is to provide support to the finance
8 and accounting function of GNET and its
9 affiliates. When we -- it was clear that certain
10 creditors hadn't been paid at the time, and we
11 were -- we were asked to make contact with
12 certain creditors, explain the situation. We
13 ascertained the financial condition of the
14 companies and we supervised the existing finance
15 and administrative resources that the company
16 had.

17 Q. Anything else?

18 A. I don't recall. I don't -- there may
19 have been other things that were specified on the
20 engagement letter; however, my -- that list is
21 substantively what we -- what we did. We
22 ultimately also assisted litigation counsel in
23 defending certain actions that were -- that were
24 pending against the company.

25 Q. Which actions were those?

1 A. ARRIS is one of them. Call Center was
2 another. When I say "actions," I'm not -- it's
3 not necessarily asserted litigation. It was
4 communication -- communication that was made by
5 creditors, making demands. It hadn't always got
6 to the litigation stage. Various other creditors
7 also stayed in ready touch with the -- the bond
8 trustee and their counsel. I did that at various
9 points of our representation.

10 Q. Okay. Anything else that was within the
11 scope of the engagement?

12 A. I don't recall.

13 Q. Did the scope of the engagement change
14 over time?

15 A. You know, it was -- it was a company
16 that Goodman -- GNET and its affiliates were
17 companies that had ceased doing business, that
18 did not have sufficient resources. We were
19 financial advisors to that business, and
20 essentially our -- the services that we provided
21 and the scope that we provided was consistent
22 with us representing that.

23 There were things that came up from time
24 to time that may have been different. However, I
25 summarized for you what the nuts and bolts of our

1 representation was and how we helped. We also
2 provided financial information from time to time,
3 and we worked closely with the Akerman firm.

4 Q. Okay. Anything else that you provided?

5 A. I don't believe so.

6 Q. Okay. Did you or your firm provide
7 legal advice to the companies?

8 A. Not -- no. No. We -- I have a long
9 history in solvency and bankruptcy matters, and I
10 know a thing or two about these situations, but
11 I'm not a lawyer.

12 Q. Okay. Are you responsible for auditing
13 the financial statements of GNET ATC or any of
14 the other companies?

15 A. No.

16 Q. And, like sitting here today, are you
17 making any representations as to the accuracy of
18 the financial statements of GNET ATC?

19 A. No.

20 Q. And I just want to be clear. I think
21 you answered this, but I just want to be clear.

22 What you're doing now for the company is
23 the same thing that you were planning to do when
24 you were engaged in December of 2021; is that
25 correct?

1 A. No. Right now -- right now, we're --
2 you know, engagements go in phases. Certain
3 things become priorities and certain things
4 change as far as the needs of what a company
5 needs from their financial advisor. What -- what
6 I've been doing over the last 30, 60, 90 days is
7 different than what I had been doing early in the
8 engagement.

9 Q. How so?

10 A. I would -- my involvement really -- my
11 involvement has been focused on supporting the
12 company's process and progress in this
13 litigation -- in certain litigation with the
14 petitioning creditors and other litigation that
15 has been asserted in that context.

16 Q. Okay. Are you providing -- I think we
17 went over this earlier. Are you providing
18 business advice or legal advice to the company?

19 A. Well, I'm not providing legal advice.
20 Right -- I -- previously, I was more involved
21 in -- in staying in touch with the finance
22 function and understanding the cash position
23 that -- I'm not doing that now.

24 Q. Okay. Were you involved in the prior
25 bankruptcy involving Goodman Networks?

1 A. No.

2 Q. Do you know who was?

3 A. From a financial perspective or from a
4 legal perspective? I don't recall. Big firms.
5 Big firms.

6 Q. Okay. Do you know why the company
7 didn't use whoever their financial advisor was in
8 the prior bankruptcy and why they were looking
9 for new advisors?

10 A. I don't know.

11 Q. How are you being compensated for this
12 engagement?

13 A. We have hourly rates. And we -- we bill
14 based on -- on time incurred.

15 Q. Is there any contingent interest in this
16 engagement?

17 A. No.

18 Q. Who -- who pays you?

19 A. I -- unclear whether it had been GNET
20 and/or Goodman. I can't tell you who. It's one
21 of the entities that I mentioned earlier as to
22 the entities that are in this corporate group.

23 Q. Has Multiband ever paid you directly?

24 A. I -- I seriously doubt it.

25 Q. So it would have been one of -- either

1 GNET ATC or Goodman Networks, Inc.?

2 A. Yes. And it may have just been GNET,
3 but I can't give you a factual answer.

4 Q. Have you received any compensation in
5 connection with this engagement outside of the
6 corporation paying you?

7 A. No.

8 Q. Okay. Let me take a step back. If you
9 could, could you just kind of walk me through
10 your background and your history leading up to
11 this engagement? Like start with your education,
12 maybe.

13 A. Okay. I was educated as a -- at -- in
14 business school, University of Rhode Island
15 business school. I quickly joined a -- I quickly
16 joined a middle market CPA firm in New York City.
17 After graduation, I stayed in traditional public
18 accounting for about 10 years.

19 After joining the public accounting firm
20 and then I pursued a specialty within -- within
21 the accounting firm, a specialty that focused on
22 representing various constituents in different
23 levels of -- of insolvencies, of bankruptcies, of
24 workouts, restructurings, liquidations. I've
25 done that for most of my career. Most -- most of

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1 it was done in the context of a consulting
2 wing -- consulting segment within the CPA firm.

3 I retired from the CPA firm by the name
4 of CohnReznick, by the way, in 2017. I initiated
5 my own consulting platform and I served as the
6 interim CFO, served in interim CFO roles, mostly
7 dealing with some level of distress or challenged
8 companies.

9 In December of 2000, I joined CFGI.

10 Q. And what were you working on at CFGI
11 before the Goodman engagement?

12 A. I'm not quite sure how busy I was, but
13 we had represented a -- a company that was in
14 Chapter 11 in -- I'm trying to remember where. I
15 think the Southern District of New York. I might
16 be wrong about that. But it was a -- it was a --
17 it was a Chapter 11 company in a retail
18 environment, and it ultimately reorganized,
19 traditional CFO -- traditional financial advisor
20 roles.

21 Q. And have you ever been engaged
22 previously in the same industry as GNET ATC,
23 Goodman Networks or Multiband?

24 A. Have I been -- I'm sorry. Would you
25 repeat that?

1 Q. Yeah. You know, it might be easier, for
2 terminology sake, rather than having me repeat
3 all three companies.

4 A. Yes.

5 Q. So I think I'll refer to those as the
6 Goodman companies. And when I refer to the
7 Goodman companies, what I'm referring to is the
8 three entities that you mentioned being engaged
9 by; that's Goodman ATC, Goodman Networks, Inc.
10 and Multiband.

11 Is that fair?

12 A. Fair.

13 Q. And if I -- if I want to refer to one of
14 the other entities, I'll specifically --

15 A. Sure.

16 Q. -- mention that. But just for ease of
17 communication, when I refer to the Goodman
18 companies, those three companies are what I'm
19 referring to.

20 Is that fair?

21 A. Fair.

22 Q. Okay. Have you ever been engaged in --
23 for a project in the same or similar industry as
24 the industry that the Goodman companies operated?

25 A. I'm sure I have. I -- by -- at the time

1 that I became involved in -- in the Goodman
2 companies, you know, the companies had stopped
3 operations, so there was no backdrop of an
4 operating company, so to speak.

5 Q. Okay. But within say, the past 10
6 years, have you ever been engaged by a company in
7 the same industry as the Goodman companies?

8 A. I can't think of one, sitting here right
9 now.

10 Q. Okay. Have you ever been retained as an
11 expert in connection with a bankruptcy
12 proceeding?

13 A. I've been retained as a financial
14 advisor in connection with a bankruptcy
15 proceeding. And in that role, I provided
16 testimony in certain bankruptcy litigation from
17 time to time.

18 Q. And again, take the past 10 years.
19 In the past 10 years, have you provided
20 testimony in any other bankruptcy proceeding?

21 A. Yes, I have.

22 Q. And what -- what proceedings were those?

23 A. There was a case pending in Iowa. It
24 was -- it was -- it was pending in Iowa, in
25 whatever district Des Moines is. And the name of

1 the company was -- it had two names. I'm not
2 sure what the official name was on the docket.
3 It was either Fan Steel or Welpman.

4 Q. Okay. And what -- I don't need the
5 specific opinion, but what type of testimony did
6 you provide?

7 A. It was -- it was contested. It was --
8 it was fairly early on in the case. I believe it
9 was -- it was in connection with a contested
10 cash -- cash collateral.

11 Q. Other than the Iowa matter, have you
12 submitted any other testimony in a bankruptcy
13 proceeding over the past 10 years?

14 A. I can't recall one.

15 Q. And does it change the answer if I go
16 outside of the bankruptcy proceeding and say any
17 civil, criminal litigation?

18 A. No. It does not change the answer.

19 Q. Have you ever been retained as an expert
20 to perform a valuation analysis?

21 A. I recall something many, many -- I
22 recall something many years ago, being retained
23 by a judge in Chancery Court in Elizabeth, New
24 Jersey on a shareholder dispute.

25 Q. And when you say "many years ago"?

1 A. Too long ago. It just comes -- other
2 than that, probably 25 years ago.

3 Q. Okay. And do you consider yourself a
4 valuation expert?

5 A. No. No. No.

6 Q. The CFGI team that was working with the
7 Goodman companies, who were the people that you
8 were working with on your own team?

9 A. Well, Joseph. And we have -- there was
10 another individual, his name is Steve Norowitz.

11 Q. Anyone else?

12 A. Oh, I don't recall anybody else. There
13 may have been, but it would be very limited.

14 Q. And what were the roles of the three of
15 you in the Goodman companies' engagement?

16 A. Well, Joseph was the partner, and I
17 supported the client and I supported him as we
18 progressed through the assignment, engagement.
19 Steve provided more nuts and bolts, financial
20 analysis worked closely with the finance team to
21 examine the books and records, be in a position
22 to come up with financial -- have a better
23 understanding of the details of the financial
24 records. And I served as kind of in between, if
25 that makes sense.

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1 Q. Okay. So was this more of a
2 hierarchical structure or did you sort of
3 separate out what each of you were responsible
4 for?

5 A. No. We stayed in ready touch. We all
6 had something -- we all kind of knew what each
7 one of us was doing. We weren't in silos. We do
8 have different levels and we are at different
9 levels, however, so in that regard, it's
10 hierarchical, but not substantively.

11 Q. And do you have a sense of what
12 Mr. Baum's experience and expertise was?

13 A. I do. His background is similar to
14 mine, although he's got probably 10 or 15 years
15 less experience. He's -- he -- that
16 notwithstanding, has probably more testimony
17 experience. We actually worked together at
18 CohnReznick at certain parts of our career.
19 There, we shared -- we shared some assignments,
20 and on the other hand, we worked separately on
21 different assignments, but we -- but we knew each
22 other and we worked in the same office.

23 Q. And what about Mr. Norowitz?

24 A. He had some experience at CohnReznick as
25 well. When I was there, not quite sure if Joseph

1 was there at the same time. Mr. Norowitz
2 resigned from CohnReznick and at some point
3 became a part of financial management in New York
4 City, some kind of New York City commercial
5 business. I believe it was real estate, and
6 he -- that was his background.

7 Q. Okay. And then on the client side, let
8 me step back.

9 So who was managing the Goodman -- well,
10 I guess, at the time you said it was Goodman ATC
11 is the way it started, is that right, when you
12 were first retained?

13 A. GNET ATC.

14 Q. Who was managing GNET ATC when you were
15 first retained?

16 A. That would have been James Frinzi.

17 Q. Okay. And what was his title and role?

18 A. I believe he was CEO, although I never
19 saw it formally documented.

20 Q. Is he still a CEO?

21 A. I don't believe so.

22 Q. When did he stop being the CEO?

23 A. I don't recall when he noticed the
24 fact -- he noticed his resignation; however,
25 probably 90 days ago, plus or minus 30 days.

1 Q. Were there any other officers of GNET
2 ATC that you interacted with?

3 A. None.

4 Q. So all of your interactions were with
5 Mr. Frinzi?

6 A. Yes. Until which time John Goodman came
7 on.

8 Q. And Mr. Goodman came on, you said 60, 90
9 days ago?

10 A. Yeah. Yeah. Probably closer to 60 days
11 for him -- Mr. Goodman.

12 Q. How did you find out that Mr. Frinzi had
13 left as CEO?

14 A. I recall -- I recall an e-mail with --
15 with a letter attached to it. I recall seeing
16 that.

17 Q. And was Mr. Goodman announced as the new
18 CEO or your principal contact at the same time as
19 you received that e-mail?

20 A. I don't -- I don't believe so.

21 Q. How long was the lag between when
22 Mr. Frinzi stepped down as CEO and when
23 Mr. Goodman took over?

24 A. You know, it could have been 30 days,
25 plus or minus 30 days.

1 Q. So in the 30 days where there was this
2 lag period, who were you reporting to at the
3 company?

4 A. There was -- I was reporting to Joseph.
5 Joseph was -- there was -- I don't -- I wasn't
6 reporting to anybody. There was nobody to report
7 to. I was in touch with some of the finance --
8 one of the finance manager and -- and another
9 administrative individual.

10 Q. So let me just -- so -- so you're
11 engaged by the -- how are you working for the
12 company if you're not reporting to anyone?

13 A. Well, I'm an experienced financial
14 advisor. I -- I progressed. I used my skill and
15 my judgment to hold things together, stay in
16 communication with constituents, got support from
17 Joseph Baum, I supported him and we got through
18 it.

19 Q. But there was no one at the time that
20 was giving you direction and control from the
21 company?

22 A. No. It was a very short period of time.

23 Q. Did Mr. Baum ever take a position at the
24 company?

25 A. No.

1 Q. Who was the finance manager that you
2 referred to earlier?

3 A. Her name is Stephanie Elmore.

4 Q. And how did you work with Ms. Elmore?

5 A. She was -- she was helping the company
6 when we were retained, and I believe she's still
7 helping the company today. She was previously --
8 she had the responsibility of -- of paying the
9 bills and managing cash. And she had the
10 responsibility of maintaining the books and
11 records and providing -- she was our liaison as
12 we gathered information related to the company's
13 financial situation, relating to the company's
14 books and records.

15 Q. Who's the admin individual you referred
16 to?

17 A. Her name was Samantha Sondrup. S- --
18 I'll give it a shot.

19 Q. Sure. Close counts.

20 A. S-O-N-D-R-U-P.

21 Q. Okay. Other than Sandra (sic) and
22 Stephanie, were there any other people that you
23 reported to or interacted with at the company?

24 A. Other than James Frinzi, no, nobody.

25 Q. Who are the company's auditors?

1 A. Well, they don't have auditors right
2 now.

3 Q. Did they have auditors at the time you
4 were engaged?

5 A. They were standing by, but they never --
6 the situation did not call for a financial
7 statement auditor, so they never got started with
8 it.

9 Q. And who was the auditor standing by?

10 A. I'm drawing a blank.

11 Q. Did you work with the auditors at all?

12 A. No.

13 Q. So am I correct then that if they
14 haven't been involved, that the company's
15 financial statements haven't been audited since
16 January 1, 2021?

17 A. That's correct.

18 Q. Did you ever have any interactions with
19 James Goodman?

20 A. I did not. I've seen -- I've been on
21 some e-mails, but very few and very limited.

22 Q. Do you know who he is?

23 A. I do.

24 Q. Who is he?

25 A. He's John Goodman's brother.

1 Q. Does he have any role or title in the
2 company?

3 A. Right now, I don't believe so.

4 Q. At any point during your engagement, did
5 James Goodman have any role or title in the
6 Goodman companies?

7 A. I believe he was a board member at some
8 point in one of the companies; however, I recall
9 that he resigned that board position.

10 Q. So let's talk a little bit about the
11 board.

12 GNET ATC, who was on the board of GNET
13 ATC at the time you were retained?

14 A. I know -- I don't -- if there was a
15 board member of GNET, it would have been James
16 Frinzi; however, that's unvalidated by me at this
17 point, factually. That was my understanding.

18 Q. Are you aware of any other board members
19 of GNET ATC other than James Frinzi?

20 A. I'm not; however, there may be paperwork
21 in there that supports other Goodman individuals
22 or other third parties that may have sat on the
23 board, but I'm not aware of them.

24 Q. But functionally for your purposes, it
25 was Mr. Frinzi?

1 A. Yes.

2 Q. Did you ever present to the GNET ATC
3 board?

4 A. Mr. Frinzi, yes.

5 Q. In his capacity as a -- as a board
6 member?

7 A. I -- you know, I -- that's up to him as
8 to what his capacity was. He was -- he was CEO,
9 plus he was a board member, so we presented to
10 him in both capacities.

11 Q. Did you ever present to the full GNET
12 ATC board?

13 A. My understanding was that Frinzi was the
14 only board member. If my understanding is
15 correct, then, yes.

16 Q. Okay. But you've never met with anyone
17 besides Mr. Frinzi who has identified themselves
18 as a GNET ATC board member; is that correct?

19 MS. HARTLEY: Objection. I believe it's
20 been asked and answered.

21 But go ahead, Howard.

22 THE WITNESS: If John Goodman is a board
23 member of GNET, then I would have met with him;
24 not physically, but various phone calls, e-mail
25 communication.

1 BY MR. PHAIR:

2 Q. But you never walked into a board
3 meeting?

4 A. No. No. No. No.

5 Q. Are you aware of any board meetings ever
6 taking place?

7 A. During my retention?

8 Q. Yes.

9 A. During my involvement? I'm not aware of
10 any.

11 Q. Have you ever seen any minutes of a
12 board meeting of GNET ATC?

13 A. None.

14 Q. Switching gears to Goodman Networks,
15 Inc.

16 Who were the board members of Goodman
17 Networks, Inc. when you were first retained?

18 A. My understanding was that James Goodman
19 was a board member of Goodman Networks, Inc. My
20 understanding is that he resigned from that board
21 at some point in time during my involvement.

22 Q. At the time you were engaged, was there
23 anyone besides James Goodman who was a board
24 member of Goodman Networks, Inc.?

25 A. Not that I know of; however, I know

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1 there's a chart that's been provided with -- that
2 might be useful to you. Not that I -- not that
3 I -- not that I'm aware of.

4 Q. Did you ever attend a board meeting of
5 Goodman Networks, Inc.?

6 A. No. No.

7 Q. Did you ever present any financial
8 analysis to the board of Goodman Networks, Inc.
9 formally?

10 A. No.

11 Q. Are you aware of any minutes of any
12 board meetings of Goodman Networks, Inc.?

13 A. No.

14 Q. When do you believe James Goodman
15 resigned from the board of Goodman Networks,
16 Inc.?

17 A. I don't know. Andrea would know, but I
18 would say probably in the first four months of
19 the year of 2022, sometime in there.

20 Q. So when you were first --

21 A. That's my understanding, yeah.

22 Q. When you were first retained in December
23 of 2021, was James Goodman a member of the board
24 of any of the Goodman companies?

25 A. My understanding he was a member of

1 Goodman Networks, Inc. board. That's my
2 understanding.

3 Q. Okay. But he was not a member of the
4 board of GNET ATC at the time you were first
5 retained in December of 2021, correct?

6 A. That's my understanding.

7 Q. Okay. Why did Mr. Goodman resign from
8 the board of Goodman Networks, Inc.?

9 MS. HARTLEY: Objection. Calls for
10 speculation.

11 But go ahead, Howard, if you know.

12 BY MR. PHAIR:

13 Q. Let me rephrase.

14 Do you know why Mr. Goodman resigned
15 from the board of Goodman Networks, Inc.?

16 A. I do not know.

17 Q. Did Mr. Goodman ever tell you why he
18 resigned from the board of Goodman Networks,
19 Inc.?

20 A. No.

21 Q. Have you and Mr. Baum ever discussed why
22 James Goodman resigned from the board of Goodman
23 Networks, Inc.?

24 A. We have not.

25 Q. When you were first retained in December

1 of 2021, who was the members of the board of
2 Multiband Global?

3 A. I do not know.

4 Q. Have you ever --

5 A. There may not be a board, but I do not
6 know.

7 Q. Have you ever presented to the board of
8 Multiband Global?

9 A. No.

10 Q. Have you ever seen minutes of the
11 meetings of the board of Multiband Global?

12 A. No.

13 Q. Do you know whether the board of
14 Multiband Global even exists?

15 A. Hold on. You're getting a couple of the
16 entities crossed, meaning that is the within the
17 Goodman umbrella is Multiband Field Services.

18 Q. Okay.

19 A. Nothing to do with Multiband Global. I
20 think your line of questioning relates to
21 Multiband Field Services. It was a subsidiary of
22 Goodman Networks, Inc.

23 Q. Got it. So when you were referring
24 earlier, just so we can clarify because I think
25 that's an important point.

1 A. Yeah.

2 Q. The Multiband Field Services, that is a
3 subsidiary of Goodman Networks, Inc.; is that
4 correct?

5 A. Correct.

6 Q. And at some point, you became engaged by
7 Multiband Field Services; is that correct?

8 A. It was a -- it was a wholly owned
9 subsidiary of Goodman Networks, so it was -- it
10 was integrated. It was part of this -- this
11 company, and we were dealing with business issues
12 related to Multiband Field Services either --
13 Multiband Field Services, Inc. We didn't get
14 formally retained by that entity, but
15 substantively, we were -- we were helping out
16 whenever necessary, wherever necessary.

17 Q. Were you retained by Multiband Global at
18 any point in time?

19 A. No. No.

20 Q. So you believe you were only retained by
21 Multiband Field Services, not Multiband Global;
22 is that correct?

23 A. Yes, correct.

24 Q. And is Multiband Global, what is their
25 relationship to the Goodman companies?

1 A. My understanding is that it's -- at the
2 time, Frinzi was in place. He had
3 management/ownership interest in Multiband
4 Global.

5 Q. And how does Multiband Global relate to
6 Multiband Field Services?

7 A. There's -- I don't believe there's any
8 relationship of multi -- maybe in their business
9 purpose; however, some -- however, it just by way
10 of background. Multiband Field Services sold its
11 assets at some point, I'm thinking in mid of '21
12 to a third party, so as a result, it ceased
13 operations.

14 Q. Okay. I want to go back to quickly
15 the -- you said earlier, there was a time where
16 James Goodman was either a board member -- well,
17 let me start -- I'll ask it again just because
18 I'm not clear on it.

19 So when you were retained in December of
20 '21, did Mr. Goodman, James Goodman, have any
21 board or officer role for any of the companies
22 that you were engaged by?

23 A. My understanding is that James Goodman
24 was a board member of Goodman Networks, Inc., the
25 parent company.

1 Q. And that was at the time of your
2 retention in December 2020?

3 A. Correct.

4 Q. And when did that change?

5 A. As I said, and I don't mind saying it
6 again, it's my understanding that he resigned
7 within the first 120 days of -- of 2022.

8 Q. And did you have -- so between January
9 and April of 2022, did you have any interactions
10 with James Goodman?

11 A. None.

12 Q. And have you had any interactions with
13 James Goodman since April of 2022?

14 A. None.

15 Q. Were you aware of Mr. Goodman at any
16 point providing any officer functions to the
17 company as opposed to just the board?

18 A. I'm not aware of any.

19 Q. Okay.

20 MR. PHAIR: This might be a good time
21 for us to take a quick break, so maybe take five
22 minutes and circle back, if that's okay with you,
23 Mr. Konicov.

24 THE WITNESS: Well, I don't eat that
25 fast.

1 MR. PHAIR: Do you want a break for
2 lunch? We can do that, too, if you want to. I
3 know we're on the East Coast, so it's lunch here.
4 Our friends in Texas, it might be a little early,
5 but I'm fine doing whatever you want.

6 THE WITNESS: Let's keep it moving.
7 I'll defer to Andrea as to how she wants to
8 proceed. We're both on the same coast.

9 MS. HARTLEY: Maybe another hour and
10 then we'll break, if that works for everybody.

11 THE WITNESS: Perfect. Let's do that.

12 MR. PHAIR: Yes. But I need two minutes
13 for a bathroom break. Is that all right?

14 THE WITNESS: It's good to be young.

15 MR. PHAIR: So let's go off the record.
16 I promise I'll be back in two minutes, and we can
17 go for another hour and break for lunch.

18 (WHEREUPON, A RECESS WAS TAKEN FROM
19 12:18 P.M. UNTIL 12:26 P.M., AT WHICH TIME THE
20 DEPOSITION CONTINUED AS FOLLOWS:)

21 BY MR. PHAIR:

22 Q. Mr. Konicov, before the break, we were
23 talking a little bit about the board composition
24 of some of the Goodman companies.

25 Do you recall that?

1 A. I do.

2 Q. And do you understand that you were
3 designated to testify as to the composition of
4 some of those boards?

5 MS. HARTLEY: I'm going to object. This
6 deposition is first of CFGI. We did designate
7 Mr. Konicov as a representative of the companies,
8 but -- and I apologize if that wasn't made clear,
9 but he is not familiar with all of the subjects
10 in all of the different subpoenas, and that there
11 are other people that may be testifying or
12 actually being examined on another day that would
13 have more information on certain topics.

14 MR. GUFFY: Andrea, this is Phillip
15 Guffy, Hunton Andrews Kurth. I spoke with your
16 partner, David Parham, regarding this. What he
17 told me was that Mr. Konicov would be testifying
18 with respect to all of the topics in our notice
19 with the exception of Number 4 and Number 9.

20 And Topic Number 3 was with respect to
21 the current and past officers and directors of
22 all of the Goodman companies. So that was
23 something that we were told that Mr. Konicov
24 would be testifying to.

25 MS. HARTLEY: Okay. We'll go forward

1 then, to the extent he can answer.

2 THE WITNESS: I'll do the best I can.

3 MR. PHAIR: But just to be clear,
4 Ms. Hartley, is Mr. Konicov being put forward as
5 a corporate rep to testify on those topics, or
6 are you saying he can testify to it in his
7 individual capacity?

8 MS. HARTLEY: No. If we had agreed that
9 he would be testifying as a corporate rep, we
10 will. I'm just saying there could be other
11 corporate representatives that have also been
12 noticed that may be able to respond better,
13 but --

14 MR. PHAIR: Okay. Well, let's do this.
15 Let's get his knowledge, and we can take it from
16 there.

17 MS. HARTLEY: Okay.

18 MR. PHAIR: So Valerie, just to make
19 sure I'm doing this correct, so I'm in the
20 Exhibit Share. I click the checkmark and then I
21 upload it? Is that how I do it?

22 MS. MILLS: I'll jump in on this one.
23 So you're in Exhibit Share, you're wanting to
24 share a document; is that correct?

25 MR. PHAIR: Yes, ma'am.

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1 MS. MILLS: So if you've got the
2 document, if you right click it, you'll see a
3 dropdown where it says you've got some options
4 toward the bottom, you'll see --

5 MR. PHAIR: Introduce exhibit?

6 MS. MILLS: Yes. Yes.

7 MR. PHAIR: Okay. And then will you
8 identify the exhibit or do I do that?

9 MS. MILLS: So you'll do that. If
10 you'll go ahead and do the first one, if you'll
11 put whatever information you want on there,
12 whether it's the witness name, and then you can
13 hit "mark exhibit." You can move that sticker
14 around if it's covering something up. If you
15 would, just kind of keep it in the right side of
16 the page, if possible. And once you fill out the
17 first one, it will carry over to the next one as
18 well, so you only have to do that one time.

19 MR. PHAIR: Got it. Okay.

20 So then I am going to introduce what we
21 have marked as Konicov Exhibit 1, and let's see
22 if this works.

23 That's not good. I got a note that
24 says: This file cannot be uploaded. Our file
25 storage service vendor is experiencing an outage.

1 MS. MILLS: Hold on. I've never had
2 that before. Hang on one second.

3 So Ryan, what does that error say?

4 MR. PHAIR: It says: Our file storage
5 service vendor is experiencing an outage. Please
6 try again later.

7 Why don't we go off the record, Valerie,
8 for a minute, just so we can get this resolved.

9 (WHEREUPON, A RECESS WAS TAKEN FROM
10 12:36 P.M. UNTIL 12:36 P.M., AT WHICH TIME THE
11 DEPOSITION CONTINUED AS FOLLOWS:)

12 BY MR. PHAIR:

13 Q. Mr. Konicov, are you aware of a secured
14 note that Goodman Networks issued in May 2017?

15 A. Yes.

16 Q. What is your understanding of those
17 notes?

18 A. They originated in connection with the
19 companies coming out of Chapter 11 back then.
20 They -- there was a principal amount that I was
21 aware of when we -- when I first became involved
22 with Goodman. I -- I -- I have had
23 communications with the collateral -- with the
24 bond trustee from time to time during my
25 involvement and their counsel, you know.

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1 I haven't read the indenture from page
2 to page, but I'm familiar with the -- the status
3 of them. I do know that they were in default.

4 If you have any specific questions --

5 Q. Sure. No, I wasn't trying to give you a
6 memory contest here.

7 A. Okay.

8 Q. Just trying to get a base level.

9 Is it your understanding that the notes
10 are secured?

11 A. Yes.

12 Q. And do you know what collateral secures
13 the notes?

14 A. My understanding was everything. I
15 never became aware that there were certain
16 collateral -- I don't know if there's -- if
17 there's any collateral that is not part of their
18 security package, for example.

19 Q. Okay. And you're aware that the
20 maturity date of the notes was May 31st, 2022,
21 correct?

22 A. Yes.

23 Q. And when you say they're in default,
24 what do you mean?

25 A. Payment default.

1 Q. And does that mean that Goodman
2 Networks, Inc. did not pay the outstanding
3 amounts due on the notes when they matured?

4 A. Yes.

5 Q. Are the notes still outstanding?

6 A. I believe so.

7 Q. Do you know what the approximate amounts
8 are that are currently due on the notes?

9 A. I'll answer as best I can. At or around
10 the time of the default -- the default or May 31,
11 there was approximately 15 to 20 million
12 outstanding, somewhere in there.

13 Q. And was that principal or was that
14 principal and everything?

15 A. Principal.

16 Q. And do you know how much interest and
17 fees had accrued on that?

18 A. I don't know.

19 Q. Okay. You mentioned that you had
20 communications with the bond trustee.

21 Who was that?

22 A. UNB.

23 Q. And the collateral agent?

24 A. I never had communications with the
25 collateral agent, not that I know of. I may have

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1 been on some e-mails with them, but the bond
2 trustee, I did have communications with.

3 Q. When did you first become aware that
4 Goodman Networks was likely to default on the
5 notes?

6 A. I don't -- I don't recall.

7 Q. How many communications have you had
8 with the bond trustee?

9 A. Lately, none. During the period -- I
10 mean, during the six-month period from March to
11 September, we were in frequent contact. As far
12 as how many, I would say once every two to three
13 weeks I would check in with them.

14 Q. And why were you checking in with them?

15 A. It's my role as a financial advisor
16 to -- to a company, giving them updates and
17 status, status reports.

18 Q. Status reports on what?

19 A. On the company's financial condition, on
20 the company's management structure, on requests
21 that were made on delivering certain requests for
22 information, certain technical things. We --
23 bond trustee, we worked with the bond trustee and
24 their counsel in getting interest paid in April.
25 There was a technical, complex process I recall,

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1 so there was some constant touch around that
2 time. Yeah. So I -- all of the above.

3 Q. Other than the bond trustee and the
4 company, have you had discussions with anyone
5 else about the notes?

6 A. Any -- any -- aside from the bond
7 trustee and the company?

8 Q. Yes, sir.

9 A. Counsel.

10 Q. You mean your counsel?

11 A. Yes.

12 Q. Okay. Good. Don't want to know about
13 that.

14 A. Okay.

15 Q. Other than your counsel, the debtor and
16 the bond trustee, have you had communications
17 with anyone else about the notes?

18 A. Just my colleagues at CFGI.

19 Q. No one besides those four entities you
20 just listed?

21 A. No one besides those -- what I said was
22 other than -- other than my colleagues at CFGI, I
23 had no contact about the bonds with anybody else.

24 Q. Who is your contact at the bond trustee?

25 A. Gavin Wilkinson.

1 Q. Anyone else?

2 A. No.

3 Q. When you spoke with the bond trustee,
4 did you have any in-person meetings?

5 A. No.

6 Q. Did you have any Zoom meetings?

7 A. I set up Zoom meetings. I don't recall
8 whether -- I don't believe they -- they went on
9 video.

10 Q. Did you ever make a presentation to the
11 bond trustee?

12 A. Yes.

13 Q. When?

14 A. A formal presentation -- I mean, every
15 time I spoke to them, I made presentations, but
16 we made -- my firm made a formal presentation on,
17 I believe it was August 3rd, '22.

18 Q. Any other time?

19 A. I don't believe so, no.

20 Q. When you spoke to the bond trustee, did
21 you ever have representatives of the company on
22 the line with you?

23 A. No.

24 Q. So Mr. Frinzi or Mr. Goodman would never
25 be on the line with you when you spoke with a

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1 bond trustee?

2 A. Correct.

3 Q. You were serving as their agent for
4 purposes of discussions with the bond trustee?

5 A. I was -- I was serving -- yes. Yes.

6 Q. Did CFGI perform any assessment of the
7 value of Goodman Networks' assets and
8 liabilities?

9 A. To the extent we had information, yes.
10 To the extent we had information to -- to
11 determine value, we did. Otherwise, we presented
12 what was reflected on the books and records.

13 Q. Can you explain that a little bit more?

14 A. Well, if there's a asset -- if there's
15 an asset of some amount, hypothetically, let's
16 say there's Asset A for five million dollars
17 that's recorded on the books and records, if it's
18 due from a third party, we -- we either --
19 hypothetically, we would talk to the counterparty
20 of that asset, right, to determine its
21 collectability, its realizable value. To the
22 extent that we never had that opportunity or
23 never were provided information, we couldn't do
24 that, and we presented the information as
25 reflected on the books and records.

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1 Q. What were the instances in which you
2 were not provided information?

3 A. I can't name them all, but for example,
4 as I understood it, it was collateral sitting at
5 an insurer that was encumbered by the insurer to
6 pay insurance claims. One of the things that we
7 typically -- we typically do is get a third party
8 bank statement and evidence that collateral. To
9 the extent that we couldn't find it or it didn't
10 exist, then that's an example.

11 Q. Any other instances in which you were
12 not able to get enough information to do a proper
13 valuation of Goodman's assets and liabilities?

14 A. I don't -- well, you know, just because
15 we don't have all the information doesn't mean
16 that the -- the -- the balance, that the recorded
17 values are incorrect.

18 To the extent assets are created based
19 on cash going out, for example, if a loan -- if
20 the companies are making cash advances and those
21 cash advances are pursuant to a loan -- loan
22 arrangement, then we would have information.
23 The -- the note receivable would be indicative of
24 that information, would represent the
25 information.

1 Q. Were you involved in preparing the list
2 of assets that was filed with the bankruptcy
3 court in November?

4 A. Yes, I was.

5 Q. And what was your involvement with that?

6 A. I did it. I put the -- I put the
7 schedule together.

8 Q. Who else worked with you on that?

9 A. I conferred with my colleague, Joseph.
10 I may have had a conversation with Stephanie at
11 that point. The information was pretty much --
12 we knew what we had. We knew what we didn't
13 have. So the information was there. It was full
14 information, so...

15 Q. Did you have any conversation with
16 Mr. Frinzi about the November asset list?

17 A. None.

18 Q. Do you have any conversation with any
19 member of the Goodman family about the November
20 asset list?

21 A. Yes.

22 Q. Which one?

23 A. John Goodman.

24 Q. And what conversations did you have with
25 Mr. Goodman?

1 A. He had -- I submitted the schedule. He
2 was copied on it, and he raised some questions.
3 He raised some questions on the presentation
4 that -- that was -- that was included.

5 Q. What questions did Mr. Goodman have?

6 A. I don't recall all of them, but I do
7 recall one of them, and that was related to the
8 present -- related to the particular asset that
9 was due from a related party. The related
10 party's called United Field Services.

11 Q. Okay. Did he have any other concerns
12 besides the valuation of the UFS-related asset?

13 A. I don't recall. I don't believe -- I
14 don't believe he did.

15 Q. How many times did you talk to
16 Mr. Goodman about the November asset list?

17 A. Once.

18 Q. And was that a telephone call? Zoom
19 call?

20 A. That was a telephone call, I believe.

21 Q. How long did that telephone call last,
22 roughly?

23 A. Fifteen minutes.

24 Q. Okay. So other than a 15-minute call
25 with John Goodman, did you have any other

1 discussions with the Goodman family, any of their
2 members, about the November asset list?

3 A. I did not.

4 Q. Where did you get the information in the
5 November asset list?

6 A. The books and records of the company.

7 Q. Anything else?

8 A. No.

9 Q. And who did you get that information
10 from, the books and records?

11 A. We worked with Stephanie Elmore. She
12 was the custodian of the books and records, and
13 we -- we shared information -- she shared
14 information with us.

15 Q. How did you determine the value of the
16 assets of Goodman Networks?

17 A. The value as reflected on the books and
18 records were appropriate. Reserves were included
19 for work applied to various assets on an
20 as-appropriate basis where we knew there was
21 significant realization issues. Where we didn't
22 have a reason, have a factual reason to -- to
23 impair a value of an asset, we didn't. The
24 liabilities -- were there -- I don't recall if
25 that -- that's the asset side. I'm not clear

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1 whether -- I don't recall whether the schedules
2 that you're discussing includes liabilities or
3 not. And if it does, I'm not clear whether your
4 question is about the liabilities. Maybe it was
5 just assets.

6 Q. All right. Let me see if I can
7 introduce the exhibit, see if this works. I'm
8 going to mark as Konicov Exhibit 2 -- I didn't
9 introduce Konicov Exhibit 1, but I'm going to go
10 back and do that. I just wanted to be clear on
11 the record as to what I was doing.

12 (WHEREUPON, documents were marked as
13 Exhibit Nos. 1 and 2.)

14 BY MR. PHAIR:

15 Q. I tell you what, let's do that. It will
16 be easier than getting it confused, let me go
17 back. Hold on a second.

18 MR. PHAIR: Yeah, it is still telling me
19 that the file storage vendor is experiencing an
20 outage.

21 MS. MILLS: Ryan, I did speak to tech
22 services. They said if you'll just log out real
23 quick and log back in, it should correct the
24 problem.

25 MR. GUFFY: Ryan, I can try. If you'll

1 shoot me a message as to which exhibit you want.

2 MR. PHAIR: Yeah, I was just going back
3 to the deposition notice.

4 MR. GUFFY: Okay. Let me see if I can
5 get that published. Okay. It should be up.

6 MR. PHAIR: I think you need to put the
7 stamp on it, Phil.

8 MR. GUFFY: I did. I did put the stamp
9 on it. It is at the bottom right.

10 MR. PHAIR: That's weird, I'm not seeing
11 it.

12 MS. MILLS: So, Ryan, that stamp will be
13 in the marked folder. I'm not sure if you're in
14 the marked folder or the private folder. But
15 once it's stamped, it will be in the marked
16 folder as stamped.

17 MR. PHAIR: Got it. Okay. All right.
18 So everyone can see this?

19 THE WITNESS: I cannot. It's in the
20 deposition of corporate rep 12-12. In that
21 subfolder, there's a folder called Marked
22 Exhibits with two exclamation parts.

23 MS. MILLS: Yeah. Howard, are you in
24 the marked folder from 12-12?

25 THE WITNESS: Yeah. The folder that

1 says Marked Exhibits, I'm trying to go in.

2 MS. MILLS: If you would just refresh
3 your screen at the top.

4 THE WITNESS: Exhibit Share.

5 MR. PHAIR: Doni, can I just share on my
6 screen like what I have?

7 MS. MILLS: Yeah. Absolutely.

8 MR. PHAIR: Why don't we do that? Let
9 me share --

10 MS. MILLS: So Valerie, you need to give
11 access to share the screen.

12 THE COURT REPORTER: Okay.

13 MR. PHAIR: All right. Let's come back
14 because we will have plenty of time over the
15 break to do it.

16 BY MR. PHAIR:

17 Q. Getting back to the November asset list,
18 we were talking about how you determine the value
19 of the assets of Goodman Networks.

20 Do you recall that?

21 A. I do.

22 Q. What valuation methodology did you use?
23 Did you use book value or something else?

24 A. It depends which asset you're referring
25 to. I mean, there was a small handful of assets,

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1 you know, I can't give you a -- a blanket answer.
2 And I don't recall what all the assets were. I
3 could name most of them, but, you know.

4 Q. Are you familiar with an entity called
5 18920 Northwest 11th?

6 A. Yes.

7 Q. What is that entity?

8 A. I -- what specifically would you like to
9 know about the entity?

10 Q. What does it do?

11 A. As I understand it, that entity -- the
12 business side of that entity was they acquired
13 certain rights that either Goodman or GNET had in
14 connection with a stream of business that they
15 had specifically, a particular contract with
16 providing wifi services or telecom services in
17 connection with a -- a college venue. I don't
18 know what else they do besides that. That's my
19 understanding of what they do, a component of
20 what they do.

21 Q. Who are the principals of 18920
22 Northwest 11th?

23 A. The only principal that I knew of was
24 the individual that countersigned the agreement.
25 I forget what her name was, or is.

1 Q. Do you know who manages 18920 Northwest
2 11th?

3 A. I do not.

4 Q. What else do you know about 18920
5 Northwest 11th besides this rights arrangement
6 that you just discussed?

7 A. I know that there were some assets
8 transferred over to that entity pursuant to a
9 settlement agreement or some form of legal
10 agreement.

11 Q. Settlement of what claim?

12 A. I'm unclear. Well, from my
13 understanding, it was a settlement of certain --
14 certain claims that this entity had in connection
15 with a preferred stock position.

16 Q. All right. Well, let's jump back. So
17 is 18920 Northwest 11th a shareholder of Goodman
18 Networks, Inc.?

19 A. I do not know.

20 Q. Is 18920 Northwest 11th a shareholder of
21 any Goodman entity?

22 A. I do not know.

23 Q. Have you seen any evidence that 18920 --
24 that 18920 Northwest 11th is a shareholder of any
25 Goodman Networks entity?

1 A. I have not.

2 Q. Have you ever discussed 18920
3 Northwest -- that's a really hard thing to say.
4 It's a little tongue twister. Strike that.

5 Have you ever discussed 18920 Northwest
6 11th with Mr. Frinzi?

7 A. Yes.

8 Q. When did you discuss the 18920 Northwest
9 11th with Mr. Frinzi?

10 A. I recall on one of my periodic calls
11 with -- with him and perhaps specifically on --
12 in connection with preparing the presentation for
13 the bondholders. I would have discussed that
14 agreement with him then.

15 Q. Any other discussions with Mr. Frinzi
16 about 18920 Northwest 11th?

17 A. None.

18 Q. So this call that you had with
19 Mr. Frinzi about 18920 Northwest 11th would have
20 happened before August 2022 when you made the
21 presentation to the bondholders?

22 A. Yes.

23 Q. And what did Mr. Frinzi tell you about
24 18920 Northwest 11th at this telephone call?

25 A. He described the agreement, to the best

1 of his ability, he described the business terms
2 of the agreement.

3 Q. Anything else that he said about 18920
4 Northwest 11th on this telephone call?

5 A. No.

6 Q. What were the business terms of the
7 agreement that he shared with you?

8 A. Well, it's on the agreement. There
9 was -- there were -- there were various
10 components of the agreement that the agreement
11 specified. I suppose my conversation with Frinzi
12 would have been just to confirm them, confirm
13 those -- confirm my understanding. The
14 business -- the -- the terms of the agreement
15 included a number of financial and, I guess,
16 business legal conveyances from the -- from the
17 Goodman entities over to this entity, 18920.

18 Q. Did Mr. Frinzi share with you any
19 documentation about these agreements?

20 A. Yes. There's -- the settlement
21 agreement or the notice -- the settlement
22 agreement, I recall seeing. I don't know whether
23 I got them from Frinzi or I got them from some of
24 the -- you know, one of the staff members of
25 Goodman.

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1 Q. Did you make any independent effort to
2 verify what Mr. Frinzi was telling you?

3 A. As to the -- as to the certain parts of
4 it, yes. Certain components of it, yes.

5 Q. Which components were you able to verify
6 independently?

7 A. The cash consideration.

8 Q. Anything else?

9 A. None, no.

10 Q. What were you not able to confirm?

11 A. There was -- I wasn't clear -- I mean,
12 because I wasn't clear on the legality or whether
13 there was sufficient documentation to evidence
14 that Goodman had conveyed its -- some of its
15 rights under a note receivable. That's one of
16 them.

17 Q. What else?

18 A. There was a conveyance of Goodman
19 Networks or GNET that had a conveyance of its
20 rights under a loan agreement with Multiband
21 Global resources. I don't believe -- I don't
22 recall whether or not I was able to examine that
23 loan agreement, whether that was forthcoming,
24 included in the books and records.

25 I know that I made several requests to

1 the company's -- to Frinzi himself and to
2 certain, you know, staff people, seeking to get
3 the information. Only some of it I was able to
4 ultimately get. But I'm going through the list,
5 so AMRR was a component of that, the conveyance
6 of approximately 50 percent of the company's
7 rights.

8 There was a conveyance of Global. There
9 was a conveyance of the company's contract
10 rights, I believe, in that line of business that
11 I previously discussed with you. And there was a
12 conveyance of certain intellectual property as
13 well. I'm probably missing a thing or two. I'm
14 sure I am. I don't have it handy.

15 Q. So you mentioned that Mr. Frinzi wasn't
16 able to give you certain information. What was
17 he not able to give you?

18 A. I guess legitimate documentation that
19 would show the conveyance of the AM -- AMRR note
20 receivable or a portion of that note receivable,
21 plus the Multiband Global --

22 Q. What is --

23 A. -- note receivable.

24 Q. Was Mr. Frinzi's failure to produce
25 legitimate documentation, was that a concern for

1 you?

2 A. Yes.

3 Q. How so?

4 A. Well -- well, in the context of 18920,
5 or are you asking the -- are you asking the
6 question just generally?

7 Q. Both.

8 A. Well, I can't answer it for 18920;
9 however, you know, when a company conducts
10 transactions with related parties, it -- it
11 heightens the need to document it properly.

12 Q. Did you express your concern to
13 Mr. Frinzi?

14 A. Personally?

15 Q. Yes.

16 A. I probably did. Whether I did it in
17 writing or not, I probably didn't do it in
18 writing.

19 Q. What was Mr. Frinzi's response when you
20 expressed your concern about the lack of
21 legitimate documentation?

22 A. That the information exists and he will
23 get it to us. Ultimately, we were able to get a
24 lot of the information.

25 Q. Were you able to get the information

1 that you believed you were lacking from
2 Mr. Frinzi?

3 A. No, not all of it. Some of it, but not
4 all of it.

5 Q. Were you ever able to get legitimate
6 documentation from Mr. Frinzi?

7 A. Some. Other information we obtained
8 other ways.

9 Q. What information did you -- what
10 legitimate documentation did you not get from
11 Mr. Frinzi?

12 A. I can give you an example.

13 Q. Sure.

14 A. One of our inquiries had to do with this
15 note receivable, all right, that was -- that was
16 in support of the company's advance over to AMRR.
17 We -- I had asked him to produce the information
18 several times to support that, any information to
19 support that. I don't recall getting it from
20 him.

21 Q. Okay. Did you have access to the full
22 books and records of Goodman Networks, Inc.?

23 A. From -- from a financial reporting view,
24 yes.

25 Q. Were you ever able to determine from the

1 books and records of Goodman Networks, Inc.
2 whether 18920 Northwest 11th was a shareholder of
3 the company?

4 A. I was not able to determine that. I
5 didn't -- in any list that I had, I did not see
6 them among the list of preferred stockholders;
7 however, the list that I may have examined may
8 have been outdated. I don't know.

9 Q. Did you ever ask for updated lists?

10 A. Yes.

11 Q. Did you receive them?

12 A. I don't know how old the list was, but
13 no, I didn't receive them. I only had that one
14 list.

15 Q. So while having access to the books and
16 records of Goodman Networks, Inc., are you aware
17 of 18920 Northwest 11th ever being a shareholder
18 of Goodman Networks, Inc.?

19 A. I'm not aware of them ever being a
20 shareholder.

21 Q. Do you know who Evelina Pinkhasova is?

22 A. I do now. She's the principal of 18920.
23 She's the individual that countersigned that --
24 that agreement that we just talked about.

25 Q. Did you ever have any discussion with

1 Mr. Frinzi about Evelina Pinkhasova?

2 A. I did not.

3 Q. Have you ever had any direct
4 communications with Evelina Pinkhasova?

5 A. No.

6 Q. Do you know, is she a lender of some
7 type? Do you have any idea of what her status
8 is?

9 A. I don't know. I don't know.

10 Q. I'm sorry. Go ahead. I didn't mean to
11 interrupt you.

12 A. I'm done. I don't know. I don't know
13 what her role is or her skill set are, yeah.

14 Q. Is there any documentation within
15 Goodman Networks Inc's books and records about
16 who Evelina Pinkhasova is?

17 A. I don't believe so. You know, in the
18 accounting records, no. To the extent something
19 exists that wasn't -- wasn't made available, it's
20 possible.

21 Q. But have you as an advisor to a company
22 with access to the books and records, have you
23 ever seen anything within the company's books and
24 records that indicates who Ms. Pinkhasova is?

25 A. I have not.

1 Q. We talked about your conversations with
2 Mr. Frinzi regarding 18920 Northwest 11th.

3 Have you had similar conversations with
4 Mr. Goodman?

5 A. No.

6 Q. Have you had any conversations with any
7 of the Goodmans regarding 18920 Northwest 11th?

8 A. Let me clarify that. I don't believe I
9 answered that correctly.

10 I did participate in certain
11 conversations with John Goodman where he was
12 researching or he was interested to know -- know
13 about these transactions, specifically the cash
14 transfers associated with the counterparties.
15 And it was kind of a factual download for me to
16 explain to him what I knew, what we saw -- what I
17 knew and how we've -- how we've summarized it and
18 communicated it in our presentations and our
19 various communications with the bond trustee and
20 other -- and other relevant parties.

21 Q. Did Mr. Goodman ever express to you why
22 he was interested in learning more about these
23 transactions?

24 A. No.

25 Q. How many times have you discussed 18920

1 Northwest 11th with Mr. Goodman?

2 A. No more than two or three.

3 Q. When were those conversations?

4 A. I don't -- I don't recall.

5 Q. Past month, 90 days or a year ago?

6 A. Probably early on in his involvement. I
7 think he started to -- I think he became directly
8 involved as a responsible through his -- through,
9 you know, as a responsible executive, 90 days
10 ago, so it would have been early on in that
11 process.

12 Q. Okay. So sometime in the past 90 days,
13 you've had two or three conversations with
14 Mr. Goodman where he's inquired about 18920
15 Northwest 11th?

16 A. Yes.

17 Q. And has Mr. Goodman ever expressed to
18 you any concern with the lack of undocumentation?

19 A. I know he was bewildered by it. He
20 was -- he was more -- it was more a situation of
21 that he was trying to get his hands around it.
22 He never made any judgment or never drew -- at
23 least in front of me, never drew any conclusions
24 about how he -- he really felt about it. So I
25 don't know the level of concern that he really

1 had. It doesn't mean he didn't have a level of
2 concern. He just chose not to share that with
3 me.

4 Q. Did Mr. Goodman ever tell you that he
5 was aware of this transaction when it happened?

6 A. Mr. Goodman being John Goodman?

7 Q. That's the Goodman that you referred to.

8 A. Yes. Yes. Yes. Yes. Yeah. And
9 that's the only. I just wanted to freshen.

10 Q. Yeah. No. I appreciate that.

11 A. Yeah. Would you repeat the question?

12 Q. Has Mr. Goodman ever indicated to you
13 whether he was aware or unaware of the 1819 --
14 18920 Northwest 11th transaction at the time that
15 it was made?

16 A. No.

17 Q. No, he hasn't or no, he was not aware?

18 A. No, he hasn't indicated to me that he
19 wasn't aware. I don't know if he was aware or
20 not.

21 Q. Has Mr. Goodman ever expressed to you --
22 I'm sorry. Go ahead.

23 A. I can tell you, he was not in a
24 corporate role at that point. So I'd be -- you
25 know, he was not involved in the company at all

1 at or around the time those transactions were
2 made, then he had been separated from the company
3 for a long time, that's my understanding.

4 And based on my observation, that was --
5 that was everything -- I mean, that was -- that
6 was the way it was. In other words, I would be
7 surprised if he -- if he knew about it. The
8 platform of who was in charge and who was making
9 the decisions and who was executing transaction
10 did not include John Goodman.

11 Q. Has Mr. Goodman ever expressed any
12 concern to you regarding Mr. Frinzi?

13 A. I never had a conversation with John
14 Goodman while Frinzi was in there.

15 Q. So it sounds like --

16 A. A concern? What kind of concern?

17 Q. Any kind of concern.

18 A. The only conversation that I had with
19 John Goodman had to do with getting a -- a --
20 getting some kind of waiver or forbearance
21 agreement in place, in connection with the AMRR
22 note. So, you know, Frinzi is a principal there.
23 So that was the only time the conversation would
24 come up about Frinzi with him, at least as it
25 relates to conversations that I had.

1 Q. Did you have any conversations with any
2 other Goodman about 18920 Northwest 11th?

3 A. None. None.

4 Q. Okay. Any conversations with anyone
5 else about 18920 Northwest 11th?

6 A. No. Just my colleagues at CFGI.

7 Q. Okay. A few questions ago you had --
8 you had mentioned something about a waiver
9 forbearance.

10 Can you explain that a little bit more?

11 A. I believe that certain payments had
12 become due in connection with the -- AMMR (sic)
13 loan that's due Goodman. I believe those
14 payments hadn't been made timely. I was told
15 they hadn't been made timely. And there was a
16 discussion early on of -- of protecting or
17 enforcing our rights -- when I say "our rights,"
18 I mean Goodman's rights, in connection with that
19 default. I don't know if it amounted to a
20 default, but there was discussion there. I don't
21 know if that agreement was ever consummated. I
22 haven't been involved.

23 Q. Trying to understand.

24 Why would a waiver forbearance -- who
25 was seeking the waiver forbearance?

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1 A. AMRR would be seeking the forbearance.
2 In other words, they borrowed money, they owe the
3 money back to Goodman, right, according to a
4 schedule. They were unable to accommodate that
5 schedule. And presumably, we have rights under
6 that -- "we" being Goodman, have rights to -- to
7 collect, so that would be the context of the
8 forbearance agreement.

9 Q. Did AMRR ever ask for a waiver of
10 forbearance?

11 A. I don't know.

12 Q. But to your knowledge, you're not aware
13 of them?

14 A. They may have. I don't know.

15 Q. So what was the context of you
16 discussing a waiver of forbearance with
17 Mr. Goodman?

18 A. Just on a -- from a business
19 perspective, you know, it was -- he raised -- he
20 raised a number of points that were sound
21 business points to keep -- to maximize the value
22 or to preserve the value and to -- and to create,
23 you know, a platform where Goodman can monitor,
24 can assess, Goodman can assess the AMRR's ability
25 to repay the note and also monitor the -- the

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1 AMRR's financial condition and financial
2 performance, just like any lender would.

3 Q. Okay. I want to come back to that after
4 the break.

5 On the 18920 Northwest 11th, does
6 Goodman Networks have a claim against them?

7 Let me rephrase that.

8 A. It would be a litigation claim. It
9 would have to be brought in litigation,
10 presumably.

11 Q. Right. So let me -- are you aware of
12 any claim that Goodman Networks has ever asserted
13 against 18920 Northwest 11th?

14 A. I am not.

15 Q. Are you aware of Goodman Networks ever
16 notifying 18920 Northwest 11th that it had a
17 claim against them?

18 A. I am not aware of that.

19 Q. Has Goodman Networks ever demanded
20 payment from 18920 Northwest 11th based on its
21 claim?

22 A. Not that I know of.

23 Q. What is the nature of the claim that
24 18 -- that Goodman Networks has against 18920
25 Northwest 11th?

1 MS. HARTLEY: Objection, just to the
2 extent it calls for a legal conclusion.

3 But Howard, you can answer.

4 BY MR. PHAIR:

5 Q. Sure. Let me rephrase.

6 Are you aware of any legal claim that
7 Goodman Networks has against 18920 Northwest
8 11th?

9 A. I -- I -- I don't -- yeah. Yes, I am.

10 Q. Okay. What is the nature of that claim?

11 A. I believe it would be some kind of
12 fraudulent conveyance claim, clawback claim,
13 perhaps. You know, unless there's -- unless
14 there's information out there to validate and
15 support the -- the -- you know, the equitableness
16 of the transaction, I believe there's a potential
17 fraudulent conveyance claim. I can't -- I can't
18 say anything more than potential.

19 Q. So can you describe to me the nature of
20 the fraudulent conveyance claim? Like what do
21 you believe was fraudulently conveyed?

22 A. Cash. The -- you know, Goodman's
23 interest in AMRR's -- Goodman's rights, 50
24 percent of Goodman's rights and entitlement
25 under -- under the AMRR loan agreement, Goodman's

1 rights under amounts due, pursuant to Multiband
2 -- to advances made to Multiband Global
3 Resources. Perhaps even Goodman's rights under
4 the transfer of certain intellectual property.
5 I'm going through an accounting of what was
6 conveyed, right? I'm going through an accounting
7 of what was conveyed.

8 One of the things that the agreement --
9 one -- why don't you ask your next question? Or
10 we can stay on that question, if you want.

11 Q. I just want to make sure I get
12 everything --

13 A. Yeah. The agreement will set forth in
14 bullet format all the conveyances, all the
15 consideration.

16 Q. What agreement?

17 A. There's a settlement agreement.

18 Q. A settlement agreement between who?

19 A. Between Goodman/GNET and I may as well
20 say Multiband Field Services because I saw their
21 name in there somehow. It's between the Goodman
22 companies and 18920 entity.

23 Q. So because there's a settlement
24 agreement, is there any live claim by Goodman
25 Networks against 18920 Northwest 11th?

1 A. What do you mean by "live"?

2 Q. Well, like you said, there's a
3 settlement agreement.

4 So has that been resolved or is there
5 still an outstanding claim?

6 A. As I understand it, the -- the
7 settlement agreement discussed or presented --
8 and I know your firm was presented -- I don't
9 mind you asking questions, but I know your firm
10 was given that settlement agreement, but the
11 settlement agreement introduces the facts, right,
12 the fact that Goodman owes 18920 a material
13 amount. Why am I thinking 15 million dollars?
14 It would be whatever amount is specified on that
15 agreement under some kind of promissory note,
16 under some kind of promissory note. And that was
17 the -- that was the justification in the
18 agreement, of the agreement's reasonableness.

19 So for example, Goodman was relieved of
20 its obligation under a 15-million dollar -- I
21 could be wrong on the amount. Goodman was
22 relieved under its obligation of the
23 15-million-dollar loan -- a promissory note that
24 was due to 18920, in exchange for the conveyance
25 of these assets.

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1 Q. So I want to make sure that we're being
2 accurate and that I'm understanding it correctly.

3 So my understanding is there's a
4 settlement agreement regarding -- like with the
5 shareholder of 18920 Northwest 11th, correct?

6 A. Yes.

7 Q. And that was based on a claim that 18920
8 Northwest 11th allegedly had against Goodman
9 Networks, correct?

10 A. That's what the settlement agreement
11 refers to, correct.

12 Q. Okay. So putting that aside, 18920
13 Northwest 11th claims against Goodman Networks,
14 putting that aside, I understand that's by the
15 settlement agreement.

16 Are there claims that Goodman Networks
17 has against 18920 Northwest 11 currently?

18 A. We talked about that, and that the claim
19 is the potential fraudulent conveyance act -- the
20 fraudulent conveyance that may -- that
21 potentially exists to clawback any of those
22 conveyances.

23 Q. Which --

24 A. And I believe it was scheduled -- I
25 think it may have been disclosed in the asset

1 list that your -- that you previously referred
2 to.

3 Q. So that's what I'm asking about,
4 obviously.

5 A. Yeah.

6 Q. So the claim that's listed in the asset
7 list that Goodman believes it has against 18920
8 Northwest 11th is a fraudulent conveyance
9 clawback claim?

10 A. Potential. Clawback is not -- you know,
11 fraudulent conveyance is a better terminology.
12 Clawback, I don't -- so I don't know what a
13 clawback claim is, other than the ability to
14 avoid it and bring the money back in.

15 Q. Sure. So the way you're asserting is
16 that Goodman Networks has some kind of fraud
17 claim against 18920 Northwest?

18 A. Potentially. Potentially. We're
19 being -- we're being assertive about it to
20 preserve any value that may exist. There would
21 have to be a process to -- of interaction with
22 this counterparty to really make a factual
23 determination and then to determine whether
24 there's -- there's sufficient -- there's
25 sufficient facts that have taken place so that

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1 Goodman can bring a claim.

2 Q. What was it that Goodman believes it was
3 defrauded out of? That's what I'm trying to
4 drill down on.

5 A. Is that me? We went through a list of
6 the -- of the conveyances, right. So to the
7 extent that those -- those items/assets were
8 conveyed to 18920, to the extent that that --
9 Goodman did not receive equivalent value in
10 return for the conveyance of those assets, that
11 would give rise to the potential claim.

12 Q. So, but you mentioned like AMRR.
13 What is the relationship between 18920
14 Northwest 11th and AMRR?

15 A. I suppose if that transfer -- if the
16 transfer of 50 percent of Goodman's interest in
17 the AMRR loan was legal or authorized or proper,
18 which I'm not -- I'm not clear that it was. But
19 assuming that it was, just hypothetically, then
20 18920 would have an amount due from AMRR for that
21 portion of the note assigned.

22 Q. Okay. And has Goodman Networks made any
23 attempt to determine its likelihood of success in
24 pressing such a claim?

25 A. I don't know. I don't know. I don't

1 believe so because I don't believe we -- I don't
2 believe Goodman Networks -- I'm not sure -- I'm
3 not aware of whether Goodman Networks has
4 initiated conversations with 18920. I certainly
5 haven't been involved in that.

6 Q. Do you know if 18920 Northwest 11th has
7 sufficient funds to pay back the funds that were
8 transferred to it, pursuant to this fraudulent
9 conveyance?

10 A. I do not know.

11 Q. Has any attempt been made, to your
12 awareness, of determining whether pressing this
13 fraudulent conveyance claim against 18920
14 Northwest 11th would be something that the
15 company could actually collect on?

16 A. I do not know.

17 Q. Has any attempt been made to investigate
18 potential defenses that 18920 Northwest 11th
19 could raise if Goodman Networks brought a claim
20 against it?

21 A. Specifically, the only defense that I
22 believe may exist or does exist is the existence
23 of this 15-million-dollar obligation that Goodman
24 owes to 18920 or did owe to 18920, and you'll
25 have to forgive me if I'm getting the dollar

1 amount wrong.

2 To the extent that's a valid obligation,
3 that would be a defense. I have not seen or I
4 have not received any -- any in -- any -- any
5 answers to my inquiries to -- on the Goodman side
6 as to whether that note -- that obligation
7 exists.

8 Q. It sounds like you have some concerns
9 about whether the 15-million-dollar AMRR note is
10 a valid obligation.

11 Is that fair?

12 A. Well, we're getting crushed up, and I
13 know it's complicated. So the AMRR note, there's
14 the -- let's stay with the -- let's stay with
15 18920.

16 The agreement stipulates that -- or
17 delineates that Goodman owes to 18920, 15 million
18 dollars, okay? So in exchange for that
19 obligation -- in exchange for the forgiveness of
20 that obligation, Goodman conveyed a bunch of
21 assets to 18920 in exchange for that -- in
22 exchange for that obligation.

23 Assuming that the obligation exists,
24 then it would be -- presumably, it would be a
25 reasonable transaction. I mean, if you -- I'm

1 not going to say prudent. I'm not going to say
2 that it complies with insolvency priority, but
3 it -- on its face, it's a quid pro quo. You
4 follow?

5 We -- Goodman doesn't have to pay the 15
6 million dollars back. Goodman is conveying these
7 assets in payment of the 15-million-dollar
8 obligation. Goodman owes 18920, 15 million
9 dollars, and Goodman is satisfying that
10 obligation through the conveyance of these
11 assets.

12 Q. So you mentioned in that answer that
13 you're assuming that the obligation is valid. Do
14 you have any concern whether the obligation is
15 valid?

16 A. I can't find it on the books and
17 records. Doesn't mean that it doesn't exist,
18 because books and records don't always reflect
19 all transactions, but I -- it wasn't on the books
20 and records, and I don't have a copy of -- I
21 don't have any information on the background of
22 that note obligation.

23 Q. So there's no documentation of that
24 obligation, correct?

25 A. I don't have that. Not that I have.

1 Q. And you have asked Mr. Frinzi and
2 Mr. Goodman for documentation --

3 A. I wouldn't have asked Mr. Goodman
4 because he -- you know, that was -- it was an
5 old -- it was an old transaction by that point.
6 I would have asked -- I would have asked
7 Mr. Frinzi. I would have asked -- and I don't
8 recall his answer. I know you're going to ask
9 that next. I don't recall his answer. I would
10 have asked the accounting. I would have asked
11 Stephanie, I would have asked Samantha to see if
12 they had any record. I would have researched it
13 on the books and records myself, and that's
14 where -- and that's where it is.

15 Q. So there was nothing in the books and
16 records, correct?

17 A. Correct. Nothing recorded, right.

18 Q. And Ms. Elmore wasn't able to produce
19 any documentation to establish that it was a
20 valid obligation, correct?

21 A. Correct.

22 Q. And you asked Mr. Frinzi, and he wasn't
23 able to come forward with any documentation
24 either, correct?

25 A. Correct.

1 Q. Okay.

2 MR. PHAIR: Why don't we break here for
3 lunch. We're at 1:40, and then we can get the
4 exhibits. I'm running out of questions to ask
5 you without exhibits because it makes it a lot
6 easier.

7 So why don't we break here for lunch?
8 Andrea -- Ms. Hartley, I'm sorry, how much time
9 do y'all need?

10 MS. HARTLEY: However long Howard --
11 want 30 minutes?

12 THE WITNESS: That's fine. 20 minutes
13 is fine for me.

14 MR. PHAIR: Probably going to need at
15 least 30 minutes.

16 MS. HARTLEY: Yeah. Ryan, if you need
17 more, that's okay.

18 MR. PHAIR: Give me like 30, 40 minutes
19 something like that just so I can -- I'm more
20 worried about the exhibits because I want to make
21 sure when we restart, we can get that all sorted
22 out. I think it will help. So it's 1:40 now, so
23 let's see about circling back at 2:15.

24 (WHEREUPON, A RECESS WAS TAKEN FROM 1:40
25 P.M. UNTIL 2:16 P.M., AT WHICH TIME THE

1 DEPOSITION CONTINUED AS FOLLOWS:)

2 BY MR. KLEINSASSER:

3 Q. Mr. Konicov, before the break, we talked
4 a little bit about some of the corporate
5 entities, and I want to talk -- I want to go back
6 to that for a second.

7 First of all, are you aware of a company
8 called GNET ATC, Inc.?

9 A. I am not aware of that company.

10 Q. Is there any reference in the books and
11 records of the company to a company known as GNET
12 ATC, Inc.?

13 A. No, no. We only have one GNET, and as
14 far as I could tell, it was always GNET -- GNET
15 ATC, LLC. I don't know the history there.

16 Q. Sorry. Go ahead.

17 A. I don't know if that's an entity or just
18 some confusion or maybe the predecessor entity,
19 or I'm not aware. I'm not aware.

20 Q. Have you ever had any discussion about
21 GNET ATC, Inc. with either Mr. Frinzi or any of
22 the Goodman entities?

23 A. None.

24 Q. Right now, is there a board of Goodman
25 Networks, Inc.?

1 A. There may be. Andrea would know. I'm
2 sorry, Andrea. You know, I know that when
3 Mr. Goodman got involved, there was some
4 resolutions, you know, maybe -- I don't know if
5 there's a board member. I don't know if there's
6 any board members, to tell you the truth.

7 Q. But apart -- putting aside the question
8 of whether who's on the board, are you aware of
9 there being a functioning board for Goodman
10 Networks, Inc.?

11 A. I'm not aware. It doesn't mean that
12 there's not, but I'm not aware.

13 Q. Are you aware of any other current
14 officer of Goodman Networks, Inc. other than
15 Mr. Goodman?

16 A. No. I'm not aware of anybody other than
17 Mr. Goodman.

18 Q. Let's -- let's go to the marked
19 exhibits. I'm going to introduce what's been
20 marked as Exhibit 1. That should be in your
21 folder. It looks like it wants me to redo it.
22 So stamp --

23 A. How do you make it bigger?

24 MR. GUFFY: It's already in the folder,
25 Ryan. Valerie, can I get screen share access,

1 just so I can make it bigger for everyone?

2 THE COURT REPORTER: Yes.

3 MR. PHAIR: No. I got it. My bad. I
4 got it.

5 BY MR. PHAIR:

6 Q. So it's Exhibit 1. It was asking me to
7 stamp it, so I wasn't sure if they wanted me to
8 stamp it.

9 So Exhibit 1, Mr. Konicov, do you have
10 that in your folder now?

11 A. I do.

12 Q. Have you seen this document before?

13 A. I think so, yes, I have.

14 Q. What is it?

15 A. Notice of Deposition.

16 Q. Okay. And if you scroll down in the
17 topics of inquiry, to Page 2.

18 A. Yeah.

19 Q. Number 3, topics of inquiry says:
20 Current and past officers and directors of the
21 debtor, GNET Goodman Services and MFS, from
22 January 2021 to the present.

23 Do you see that?

24 A. Yes.

25 Q. And is it your understanding that you

1 are testifying as a corporate representative as
2 to that topic today?

3 A. Yes.

4 Q. Okay. Can you tell me who are the
5 current officers and directors of the debtor?

6 A. Who are the current?

7 Q. Yes, sir.

8 A. The only officer I -- you know, the only
9 one that would be an officer and/or a director
10 would be John Goodman or -- or perhaps an
11 affiliate of John Goodman. I recall seeing some
12 documentation where it was -- yeah. So that's --
13 that's my understanding.

14 Q. But, I mean, I just want to make sure --
15 I'm not asking for your understanding. I'm
16 asking for the facts.

17 Like can you sit here today and tell me
18 who are the current officers and directors of the
19 debtor?

20 A. No.

21 Q. Can you tell me who the past officers
22 and directors of the debtor were?

23 A. No. No. But I can tell you that there
24 was a chart that was prepared, and it indicated
25 every -- all of the officers. It predated my --

1 my involvement. And when I look at this, I mean,
2 the most efficient way to do it is to look at
3 that chart.

4 Q. Did you prepare that chart, sir?

5 A. I didn't. I did not, no.

6 Q. Maybe just to cut to the point, for
7 Topic 3, are you able to, as a factual matter,
8 represent to me who the current and past officers
9 and directors of the debtor GNET, Goodman
10 Services and MFS were from January 1, 2020 to the
11 present?

12 A. No.

13 Q. Are there any other of these topics of
14 inquiry that you've been prepared to testify to
15 today?

16 A. One, two, I'm familiar with. Four, I'm
17 familiar with. Five, six, I'm familiar with.
18 Seven, I don't believe I am, but I could tell you
19 what I know. Eight, I know -- I know some stuff
20 about that. The indentured, Number 9, I know. I
21 know about that. The no payment AMRR note, I
22 know. I know about 11, although I probably don't
23 have all the answers that you're looking for.
24 12, again -- well, 12 was -- was produced.
25 There's documentation that produces that

1 schedule. I mean, there was -- there was
2 disclosure of the transfers, so we could talk
3 about that. What's Number 13? I'm familiar with
4 that.

5 Q. Just so we're clear, maybe this is a
6 question more for Ms. Hartley.

7 MR. PHAIR: Ms. Hartley, is he prepared
8 to testify as a corporate representative on any
9 these topics today or just give us his
10 understanding as an individual witness?

11 MS. HARTLEY: We were producing him both
12 for his understanding as a corporate
13 representative, but I think going forward -- I
14 guess my answer is if we only go forward with his
15 understanding, I don't know who else with the
16 company right now may be able to answer those.
17 Right now, Mr. Konicov was the best person to put
18 forward.

19 MR. PHAIR: Okay. All right. Let's
20 circle back to that.

21 BY MR. PHAIR:

22 Q. With regard to the -- the current board
23 of directors, are you aware of any controls that
24 exist for the current board?

25 A. I don't know what you mean by

1 "controls." Can you help me there?

2 Q. Are there any decisions that the company
3 makes that is required to be reviewed and
4 approved by the board?

5 A. Well, to the extent John Goodman is the
6 board member, he's making decisions, so he's
7 going to make all the decisions. I mean, he's --
8 so the board will be making the decisions, so
9 there's your control.

10 Q. So the sole officer and the sole board
11 member are the same person is what you're saying.

12 A. I'm not sure if John Goodman's an
13 officer.

14 Q. So I guess the question is: Who has
15 oversight over Mr. Goodman as the officer?

16 A. I don't know.

17 Q. Who has authority to write checks on
18 behalf of the company?

19 A. I believe that's Mr. Goodman, John
20 Goodman. In fact -- yes. That is Mr. Goodman.

21 Q. When did Mr. Goodman gain this
22 authority?

23 A. Not until 90 days or so, plus or minus a
24 few weeks. I don't --

25 Q. Sorry. Go ahead.

1 A. Yep. No. Go ahead.

2 Q. Is there any board resolution appointing
3 Mr. Goodman to this role 90 days ago?

4 A. I believe there is, yes.

5 Q. Does Mr. Goodman have a -- like a
6 retention agreement or, you know, employment
7 agreement, sorry?

8 A. I'm not aware.

9 Q. Okay. All right.

10 MR. PHAIR: I want to -- I'm still
11 getting the service vendor is experiencing an
12 outage.

13 MR. GUFFY: Ryan, my understanding is
14 that there may be a firewall issue with your
15 connection to the office. If you tell me which
16 one you want, I'll get it published.

17 MR. PHAIR: Okay. Let's bring up the
18 November asset list.

19 MR. GUFFY: All right. If you refresh
20 your marked exhibits folder, it will be there.
21 Exhibit 2.

22 THE WITNESS: I got it.

23 BY MR. PHAIR:

24 Q. There we go. All right. Mr. Konicov,
25 we have uploaded what we marked as Konicov

1 Exhibit 2.

2 Do you recognize this document?

3 A. I do.

4 Q. What is it?

5 A. It's a list of assets for the Goodman
6 Networks parent company.

7 Q. And what was this list of assets
8 prepared?

9 A. Format request pursuant to the
10 litigation that's going on.

11 Q. Who prepared this list of assets?

12 A. I did.

13 Q. Okay. At the top, it says that this
14 list of assets is current as of 10-31-22.

15 Do you see that?

16 A. Uh-huh.

17 Q. Were there any -- I'm sorry. Go ahead.

18 A. Yes, I do.

19 Q. Were there any material changes to
20 Goodman Networks' assets between the petition
21 date and October 31st, 2022?

22 A. There may have been. I'm not aware of
23 any. And when I say that is I don't -- I
24 don't -- I've not as -- the cash position of the
25 company, I'm not as -- I'm not involved in -- in

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1 monitoring that anymore since John Goodman has
2 come in. So it's potentially -- I see that cash
3 is listed as TBD. I can't -- I can't give you an
4 answer about the cash position.

5 Q. Okay. And it uses the term "restricted
6 cash."

7 What is restricted cash?

8 A. You know, cash that's encumbered by --
9 for some reason. This is encumbered because --
10 oh, actually, let me -- yeah -- yeah. This cash
11 as I understood it, this restricted cash, it
12 had -- it had been situated at a particular bank,
13 and it was collateral for a -- another entity
14 that's outside of the Goodman companies that we
15 see here.

16 Q. What other entity?

17 A. I believe it's Genesis. I don't know
18 the full name, but Genesis is -- Genesis-Telecom,
19 something close to that.

20 Q. And is Genesis the company that is
21 affiliated with James Goodman?

22 A. Yes, it is.

23 Q. And why is the restricted cash for
24 Genesis showing up on the Goodman Networks, Inc.
25 as its assets?

1 A. Because it's cash of Goodman; however,
2 there's been a -- the cash presumably through
3 some transaction or some agreement is pledged as
4 security or collateral for a Genesis -- an
5 obligation that Genesis owes.

6 Q. When you prepared this statement, did
7 you review documentation of that transaction?

8 A. No. The documentation, as I understand
9 it, didn't exist. I -- I investigated -- I
10 investigated the circumstances at some point upon
11 which this -- this cash became restricted several
12 months ago, but -- and I do understand that the
13 bank may have -- may have asserted an offset of
14 this amount at some point, but I also understand
15 that that issue hasn't been resolved. So for
16 completeness and for presentation, I've listed
17 the 4.7 million as restricted cash.

18 Q. Okay. But you've investigated that and
19 you have not been able to find any documentation
20 about -- no?

21 A. Yeah. Uh-huh. Uh-huh. Yeah. I
22 asked -- it was several months ago. I can't
23 remember when. Probably earlier in 2022, where I
24 followed up with the -- the folks at Goodman and,
25 in fact, I inquired of -- I followed up with the

1 bank that relates to this particular asset and
2 I've never received any documentation, only that
3 I received that there was a consensual agreement,
4 and I don't know when, between the parties that
5 this cash would be pledged as security in support
6 of a Genesis obligation.

7 Q. What is the source of that obligation,
8 if there's no documentation? Like where is it
9 coming from?

10 A. Well, the bank -- the bank. I'm sorry.
11 I got crushed up.

12 Q. No problem.

13 A. Oh, I see. It's me.

14 Q. Yeah. You froze out for about 30
15 seconds, but I'll just re-ask the question.

16 What is the source of the information
17 that this restricted cash should be appearing on
18 the asset statement of Goodman Networks, Inc.?
19 Like if there's no documentation --

20 A. We have a bank account. We have a bank
21 account, right?

22 Q. Okay.

23 A. There's cash in the bank account.
24 There's cash in the bank account. The cash is
25 unavailable, cannot be accessed, and the

1 conversation with some executive over at the bank
2 confirmed to me that that cash is restricted and
3 it's pledged to support an obligation of Genesis.
4 That's -- that's the fact pattern.

5 Q. Okay. But you -- sitting here today,
6 you're not saying that there are -- that you have
7 evidence that that transaction --

8 A. I don't. I don't. I don't. You
9 know -- you know, it -- I asked for the
10 information; I never got it. So the point is, is
11 I've never seen the documentation.

12 Q. Is the 4.7 listed for restricted cash,
13 is that the amount that is currently in the bank
14 account?

15 A. I don't know. I do recall the bank had
16 swept that out, and the -- your client made
17 some -- I believe it's your client -- maybe it's
18 not your client. The bond trustee had made
19 some -- made a demand, put it back in, and I
20 don't know what the outcome was.

21 Q. Okay. The next asset listed is the 1.5
22 million Class E preferred units of Goodman
23 Telecom Holdings, LLC.

24 Do you see that?

25 A. I do.

1 Q. What does that refer to?

2 A. In connection with some transaction,
3 some asset purchase or asset sale, Goodman
4 received consideration. As part of its
5 consideration that Goodman received were these
6 shares of Class E preferred units in Goodman
7 Telecom Holdings.

8 Q. Okay. And how did you value those
9 shares?

10 A. It's an estimate based -- it's an
11 estimate, without taking into account any kind of
12 formal valuation.

13 Q. When you say it's an estimate, what
14 methodology did you use to estimate it?

15 A. It had a -- a book value of eight
16 million dollars. In other words, the investment
17 has a book value of eight million dollars. But
18 without understanding Goodman's -- Goodman
19 Telecom's financial position, I used my judgment
20 and reduced the value from eight million to three
21 million.

22 Q. What is your understanding of Goodman
23 Telecom Holding's current financial position?

24 A. I have no understanding.

25 Q. So do you have any reason to believe

1 that three million is still accurate today?

2 A. Do I have any reason to believe that
3 it's accurate? It's a conservative value, so
4 it's prudent.

5 Q. Where -- like where did the three
6 million come from? Is there any math behind it?

7 A. No. No. I think I -- I recall a
8 discussion that I had with counsel.

9 Q. Don't tell me --

10 A. I'm not.

11 Q. I just want to be careful.

12 A. I'm not -- who, perhaps John -- I don't
13 recall having a conversation with John Goodman on
14 this. But, you know, John Goodman is the
15 Goodman -- I believe he's Goodman Telecom
16 Holdings, so he would know, right? He would
17 know. But has the company validated it? Have I
18 validated the reasonableness of that valuation,
19 no.

20 Q. So Mr. Goodman is, is he -- what is his
21 position at Goodman Telecom Holdings, LLC?

22 A. I think if you go on -- based on -- I
23 think he's the CEO or president or something like
24 that.

25 Q. So the book value of the 1.5 million

1 Class E preferred units was eight million; is
2 that correct?

3 A. Yes. Yes.

4 Q. And based on conversation with John
5 Goodman, you reduced that to three million?

6 A. No. Based on the conversation with
7 counsel.

8 Q. You reduced it to three million?

9 A. Yeah. Yeah.

10 MS. HARTLEY: Objection.

11 BY MR. PHAIR:

12 Q. How did you choose three million versus
13 four million or two million or one million?

14 MS. HARTLEY: Objection to the extent it
15 calls for attorney/client privilege.

16 THE WITNESS: I was just being prudent,
17 conservative, that's all. I could have used two
18 million. I could have used four million.

19 BY MR. PHAIR:

20 Q. Did the number come from you, or did it
21 come from counsel? And that's just a yes-or-no
22 question.

23 A. Yes.

24 Q. So the three million came from you?

25 A. The three million came from me. I put

1 it on -- I -- it was -- it was deliberation that
2 I wasn't a part of, to come up with this number.
3 I think it was probably a discussion that I had
4 with counsel, not Andrea, about what to value.

5 We had carried that number in our
6 presentations at eight million dollars, the same
7 presentation that you might be familiar with.
8 And the value is what the value is. Three
9 million may be overstated or understated, but I
10 didn't have access to the information, and it
11 would require a valuation to come up with a
12 precise number.

13 Q. Okay. The next asset is listed as a
14 13.5 million dollar claim against 18920 Northwest
15 11th.

16 Do you see that?

17 A. Yes.

18 Q. And that's the 18920 Northwest 11th
19 claim that we were talking about earlier?

20 A. Yes.

21 Q. How did you come up with the 13.5
22 million dollar valuation for that claim?

23 A. That was the cash receipts that -- that
24 was transferred to that entity.

25 Q. So --

1 A. Sometime in March.

2 Q. So that claim is valued based on the
3 total amount that could be potentially asserted
4 against 18920 Northwest 11th, correct?

5 A. The total tangible cash that went out of
6 the company to 18920. As far as the other assets
7 transferred, I'm not sure whether they were
8 legitimately transferred or not. And when I say
9 "other assets," I'm talking about the things that
10 we talked about, the loan, receivable, you know,
11 the AMRR, the Multiband Global. That's the cash
12 piece.

13 Q. Okay. But so, I'm trying to get at is
14 how did you arrive at the 13.5 million? It
15 sounds like you were just --

16 A. Cash proceeds.

17 Q. -- the full value of the claim.

18 A. No. It was the cash proceeds transfer
19 as -- gross cash transfer. That's how much --
20 yeah. That's what was paid to them. That was
21 the value -- this is the amount of cash that was
22 transferred out of the Goodman entities into
23 18920.

24 Q. Okay. But this claim has never been
25 asserted against 18920 Northwest 11th, correct?

1 A. Not that -- not that I know of.

2 Q. And --

3 A. I don't believe so, no.

4 Q. Have you made any attempt to discount
5 the claim value here by the probability of
6 success on that claim?

7 A. I have not.

8 Q. Have you made any attempt to assess the
9 collectability on that claim against 18920
10 Northwest 11th?

11 A. I have not.

12 Q. Do you know whether 18920 Northwest 11th
13 even has 13.5 million to provide?

14 A. I do not know the cash position.

15 Q. Have you ever valued a litigation claim
16 before?

17 A. I'm sure I have.

18 Q. In what context?

19 A. Fraudulent conveyance litigation,
20 preference litigation.

21 Q. And do you typically value claims
22 without regard to their likelihood of success,
23 collectability, whether they've ever been
24 asserted?

25 A. It's -- do you typically? Well, you do

1 it -- you put -- you provide the information
2 based on the information that exists. If there's
3 limitations to the information that exists, you
4 put it on, you make a footnote as the footnote
5 indicates here in Footnote D.

6 Q. So Goodman Networks, Inc. has counsel,
7 correct?

8 A. Yes.

9 Q. Are you aware of Goodman Networks,
10 Inc.'s counsel ever evaluating the likelihood of
11 success of a claim by Goodman against 18920
12 Northwest 11th, LLC?

13 MS. HARTLEY: Object to the extent it
14 calls for attorney/client privilege.

15 But Howard, you can answer.

16 THE WITNESS: They wouldn't have the --
17 first, it's a -- it's a -- I mean, it's
18 financial -- it's a financial -- you know,
19 there's a financial investigation and there's a
20 legal investigation.

21 So whether counsel has looked into the
22 legal, I think they have the same questions that
23 I have, which we discussed earlier.

24 BY MR. PHAIR:

25 Q. But my question was: Are you aware --

1 and it is just yes or no -- of counsel for
2 Goodman Networks, Inc. ever providing an opinion
3 as to the likelihood of success of a claim
4 against 18920 Northwest 11th?

5 A. I'm not aware.

6 Q. And has Goodman Networks, Inc. ever
7 demanded payment from 18920 Northwest 11th of
8 this 13.5 million dollar claim?

9 A. I'm not aware.

10 Q. Is it your understanding that Goodman
11 Networks transferred 13.5 million to 18920
12 Northwest 11th?

13 A. Yes. That's a fact.

14 Q. Wasn't one of the other subsidiaries?

15 A. Oh, oh. Where the money came from?

16 Q. Yes.

17 A. I don't recall if it was -- if it came
18 from GNET or if it came from Goodman Networks.
19 If it's on the Goodman Networks schedule, then
20 based on the information available, it was a
21 Goodman transfer -- Networks, Inc. transfer.

22 MR. PHAIR: Phillip, can you bring up
23 the 18920 payments? That's Goodman 1933.

24 (WHEREUPON, a document was marked as
25 Exhibit No. 3.)

1 MR. GUFFY: Yes. One sec, please. All
2 right. It's been published. You should see it
3 in your folder after you refresh.

4 THE WITNESS: Got it.

5 BY MR. PHAIR:

6 Q. Mr. Konicov, we've uploaded what we've
7 marked as Konicov Exhibit 3.

8 Do you see that?

9 A. Yes.

10 Q. And I'll represent to you that this was
11 an e-mail chain that was produced by Goodman
12 Networks in discovery.

13 You see your name at the top of this
14 e-mail chain, correct?

15 A. Uh-huh. Yes.

16 Q. And if we look at the next e-mail down,
17 we see it's from Stephanie Elmore and was sent on
18 May 23rd, 2022, at 11:47 a.m., correct?

19 A. Yes.

20 Q. And you receive this e-mail, correct,
21 sir?

22 A. Yes.

23 Q. And she sent this e-mail to you in
24 response to your e-mail dated May 20th, 2022,
25 asking, "where are the payments associated with

1 the March redemption of preferred stock?"

2 Do you see that?

3 A. I do.

4 Q. And by the "March redemption of
5 preferred stock," were you referring to the
6 transaction that is the basis of 18920 claim?

7 A. Yeah. It was -- at that time, it was,
8 maybe still today, my understanding was is that
9 there was preferred stock that was being
10 redeemed.

11 Q. Okay.

12 A. That's how it was described to me, so I
13 was referencing the preferred stock because
14 that's how we would discuss it internally. We
15 knew -- we knew that 18920 when we talked about
16 redemption preferred stock, we were talking about
17 18920.

18 Q. Okay. And if we look at Ms. Elmore's
19 e-mail, we see a list of payments.

20 Do you see that?

21 A. I do.

22 Q. And it shows two payments to 18920
23 Northwest 11th, correct?

24 A. Correct.

25 Q. And those two payments total roughly

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1 about 11.5 million, correct?

2 A. Correct.

3 Q. And that's not 13.5 million as listed in
4 the asset sheet, correct?

5 A. Correct.

6 Q. Where did the other two million come
7 from?

8 A. There was a payment that went out to RBC
9 Capital Markets for two million dollars. And
10 ultimately, I researched this payment, had some
11 conversations, collected some more information,
12 and I determined that RBC was collecting it on
13 behalf -- or subsequently remitted it to 18920.

14 So when you take those two payments up
15 above and you add the two million, that's the
16 13.5 million.

17 Q. Did you ever have any conversation with
18 Mr. Frinzi about this?

19 A. Yeah. I think I communicated to him
20 that I wanted to know the deal, the background of
21 the two million dollars and ultimately what --
22 where it went and how it was used and why it was
23 used. And he had put me in touch with, I
24 believe, some representative, perhaps RBC -- or
25 RBC and I learned then that these monies were

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1 ultimately transmitted from this third party RBC
2 over to 18920.

3 Q. Did Mr. Frinzi ever tell you that the
4 two million was going to purchase bonds?

5 A. Did he every tell me that this two
6 million? He may have. He may have at some
7 point. I don't recall.

8 THE WITNESS: Could I ask you to pause
9 for two minutes?

10 MR. PHAIR: Sure.

11 THE WITNESS: Okay. Thank you.

12 (WHEREUPON, A RECESS WAS TAKEN FROM 2:52
13 P.M. UNTIL 2:55 P.M., AT WHICH TIME THE
14 DEPOSITION CONTINUED AS FOLLOWS:)

15 BY MR. PHAIR:

16 Q. Mr. Konicov, before the break, we were
17 talking about a 13.5 million that was paid to
18 18920 Northwest 11th.

19 Do you recall that?

20 A. I do.

21 Q. Do you know who paid the 13.5 million to
22 18920 Northwest 11th?

23 A. Who executed the transfer?

24 Q. Which -- which entity?

25 A. I -- you know -- I don't recall. It's

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1 factual. I don't recall.

2 Q. All right. Let's take a look at the
3 bank statements.

4 MR. PHAIR: Phillip, if you can bring up
5 the 1838 statement, please.

6 THE WITNESS: Yeah, the bank statement
7 would indicate that.

8 MR. GUFFY: Just a moment.

9 (WHEREUPON, a document was marked as
10 Exhibit No. 4.)

11 MR. GUFFY: All right. That has been
12 published. You should see it in your folder
13 after you refresh.

14 BY MR. PHAIR:

15 Q. Do you have that, Mr. Konicov?

16 A. I do.

17 Q. Okay. We've uploaded what we've marked
18 as Konicov Exhibit 4.

19 Do you recognize this document?

20 A. I do.

21 Q. What is it?

22 A. It's a bank statement.

23 Q. And it's a bank statement for Prosperity
24 Bank.

25 Do you see that?

1 A. I do.

2 Q. Who is Prosperity Bank?

3 A. It's a commercial bank that -- that
4 Goodman had a relationship with, a commercial
5 bank, yeah.

6 Q. And this bank statement is for account
7 1838 in the name of Goodman Networks, Inc.,
8 correct?

9 A. Correct.

10 Q. Are you familiar with this bank account?

11 A. I'm familiar with all the bank accounts
12 to some extent, yes.

13 Q. And is this a Goodman Networks' bank
14 account?

15 A. Uh-huh. Yes, it is.

16 Q. And what is the 1838 account used for?

17 A. I don't know the specific purpose of
18 this account.

19 Q. Okay. If you look at the various debits
20 from the account, if you scroll to the second
21 page, on March 11th, 2022, you see a domestic
22 wire to 18920 Northwest 11th in the approximate
23 amount of 7.5 million.

24 Do you see that?

25 A. I do.

1 Q. And does this show a transfer of
2 proximately 7.5 million to 18920 Northwest 11th
3 on March 11th?

4 A. It does.

5 Q. And would this be in connection with the
6 payments that are the subject of the claim?

7 A. Yes.

8 Q. Okay. Where is the remaining six
9 million of the 13.5 million that was transferred
10 to 18920 Northwest 11th from Goodman Networks
11 Inc.?

12 A. It's not on here. Is your question --
13 it's not on here. It wasn't paid from this
14 account.

15 Q. So which Goodman Networks, Inc. account
16 was it transferred from?

17 A. I don't know.

18 Q. Would it surprise you --

19 A. Actually -- actually, if you go back to
20 that other chart that -- that was up there -- I'm
21 just drawing a blank. Bear with me. Yeah. So
22 it -- you know, it's referring to what is it,
23 Exhibit 3, there's a reference there, says ATC.
24 So perhaps that's a GNET ATC account, I don't
25 know, it has like four digits, 0690.

1 MR. PHAIR: Yeah. Let's take a look at
2 that account.

3 Phillip, if you could bring up the East
4 West 0690 account.

5 MR. GUFFY: One moment, please.

6 (WHEREUPON, a document was marked as
7 Exhibit No. 5.)

8 MR. GUFFY: That's been published.
9 Please refresh your folders.

10 THE WITNESS: There we are.

11 BY MR. PHAIR:

12 Q. Mr. Konicov, do you have it in front of
13 you?

14 A. I do.

15 Q. We've marked what's been marked as
16 Konicov Exhibit 5.

17 Do you recognize this document?

18 A. I don't recognize it, but it's a bank
19 statement.

20 Q. Okay. Bank statement for who?

21 A. It's a GNET ATC, LLC bank statement,
22 East West Bank.

23 Q. And have you reviewed any GNET ATC bank
24 statements as part of your work for the
25 companies?

1 A. When -- on occasion.

2 Q. Are you familiar -- well, let me start
3 here.

4 So I'm showing you a bank statement for
5 an account at East West Bank in the name of GNET
6 ATC, LLC.

7 Do you see that?

8 A. Yeah. That's -- that's the name of the
9 account or the owner of the account.

10 Q. And the account number for the GNET ATC,
11 LLC account at East West is 0690, correct?

12 A. Correct.

13 Q. Are you familiar with this bank account?

14 A. I assume -- yes.

15 Q. Is this a Goodman Networks, Inc.
16 account?

17 A. Doesn't appear to be so. It appears to
18 be a GNET ATC, LLC account.

19 Q. If you go down once again to March 11th,
20 there is an outgoing wire from GNET ATC, LLC to
21 18920 Northwest 11th of approximately four
22 million, correct?

23 A. Uh-huh. Correct.

24 Q. And so that would have also been in
25 connection with the claim that we were

1 referencing earlier regarding 18920 Northwest
2 11th, correct?

3 A. Correct.

4 Q. So the claim of the 13.5 million, 7.5
5 million of that was coming from Goodman Networks,
6 Inc., correct?

7 A. Correct.

8 Q. And four million was coming from GNET
9 ATC, LLC, correct?

10 A. Correct.

11 Q. So why are the claims of GNET ATC, LLC
12 being presented as assets of Goodman Networks,
13 Inc.?

14 A. Well, it was an accommodation. You
15 know, what dictates is really who the
16 counterparty is, right? So who the counterparty
17 to the 18920 transaction was, right? This
18 account happened to have 3.8 million dollars in
19 it at the beginning of the month, and you could
20 see it was depleted down to \$264 by the end of
21 the month. So absolutely, it's coming from a
22 GNET account, and why it came out of GNET instead
23 of Goodman, I can't answer you that.

24 However, given the condition -- given
25 the cash management system and the protocols that

1 were being used, one company would often make
2 cash payments or collect cash on behalf of
3 another.

4 Q. So, but the claim -- at least for the
5 four million would be a claim that was owned by
6 GNET ATC, LLC who actually made the payment to
7 18920.

8 A. Not necessarily, no. No. No. I think
9 the claim would be -- the claim would be dictated
10 by who was the Goodman entity that entered into
11 the settlement agreement with 18920. The fact
12 that GNET paid part of it was just a function of
13 the fact that the GNET had cash wherewithal.

14 If it was done cleanly, the cash from
15 GNET would have been transferred over to Goodman,
16 and Goodman would have released this -- this
17 other payment of 3.9, but for whatever reason, it
18 wasn't done like that. So the entity -- what
19 I'm -- what I'm suggesting is the entity that
20 makes the payment isn't always the entity that
21 has the claim.

22 Q. Are you offering a legal opinion on
23 that?

24 A. Absolutely not.

25 Q. So what's the basis of your statement

1 then as to who owns the claim?

2 A. I don't -- whoever -- in my -- in my
3 world, it's not about -- I mean, one entity can
4 make payments. These -- this cash management
5 system was commingled, right? So the
6 determination of Goodman Networks -- of cash
7 coming out of GNET ATC as opposed to Goodman was
8 made only because the cash at GNET ATC account
9 existed. That was why it was made. It doesn't
10 necessarily follow that GNET ATC -- GNET ATC is a
11 related party of Goodman.

12 So, but the question is: Who entered
13 into the agreement with 18920 for the settlement?

14 Q. So when you prepared the statement of
15 assets, the November statement of assets, were
16 you preparing a statement of assets of Goodman
17 Networks, Inc. or of Goodman Networks, Inc. and
18 GNET together?

19 A. Goodman Networks, Inc. separate, and
20 then the subsidiaries were on a separate page.

21 Q. So for purposes of the 13.5 million --
22 strike that. I'll come back to it.

23 Do you believe GNET ATC, LLC has a claim
24 against 18920 Northwest 11th?

25 A. You want to know if GNET ATC has a claim

1 against --

2 Q. 18920 Northwest 11th.

3 A. Well, only one of them has a claim
4 against -- it's either Goodman or it's GNET, it's
5 not both. And the analysis was prepared with the
6 assumption and the knowledge that the 18920
7 agreement was between 18920 and Goodman Networks,
8 Inc. -- yeah.

9 Q. So if it was between them, why was GNET
10 ATC making the payments?

11 A. I told you why.

12 Q. Because?

13 A. Because GNET had the money. Because
14 GNET had the money in the account. Because at
15 the time that the payments needed to get made or
16 were made on March 11th, that GNET had 3.8
17 million dollars in the account and that -- those
18 funds were depleted with these two transfers --
19 well, predominantly with this transfer of 3.9.

20 Q. So but I'm not understanding.

21 Why would GNET ATC make a payment if it
22 wasn't a party to the --

23 A. Because it's a related party, and the
24 cash management was commingled, so it was all one
25 and the same. That's why.

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1 Q. So for purposes of the assets, are we
2 assuming that they're all commingled as well?

3 A. Purposes of the assets, I can't tell you
4 that. I can't tell you that. I mean, I think
5 the agreement between -- the agreement with
6 18920, if I recall correctly, maybe you'll put
7 the exhibit up -- if I recall correctly, was an
8 agreement between 18920 and Goodman Networks.

9 The fact that GNET released some of its
10 cash doesn't make it a GNET claim, you know.
11 That doesn't make -- it is a GNET payment, but it
12 doesn't -- but what it is, it's a GNET payment on
13 behalf of Goodman. That's how related parties do
14 business. They do -- they do -- they do
15 business, and given the condition of the books
16 and records and what, you know, it was -- this is
17 how it was done.

18 Q. So your position is that Goodman
19 Networks, Inc. and GNET ATC, their cash situation
20 was all commingled together?

21 MS. HARTLEY: Objection. It's been
22 asked and answered. I don't know if that's
23 exactly correct.

24 But go ahead, Howard, you can answer.

25 THE WITNESS: Payments and receipts, at

1 least during my involvement with Goodman, were
2 not -- were not always made respecting the -- the
3 legality of the transaction, you know, as to who
4 held the note. There was -- there were
5 inconsistencies. There were inconsistencies.
6 And since I had -- I didn't have a role in
7 managing cash or initiating cash transactions
8 or -- or recording cash transactions, they
9 happened, you know -- they happened in the way
10 that you're seeing.

11 BY MR. PHAIR:

12 Q. Did Goodman Networks, Inc. pay GNET back
13 for advancing the four million?

14 A. Not that I know of, no.

15 Q. Okay. Let's move on.

16 A. Okay.

17 Q. I would like to talk a little bit about
18 the presentation that you made to the bondholders
19 on June 8th of 2022.

20 MR. PHAIR: Phillip, if you can bring
21 that up.

22 MR. GUFFY: Yep. One second, please.

23 (WHEREUPON, a document was marked as
24 Exhibit No. 6.)

25 MR. GUFFY: That has been published.

1 Please refresh your folders.

2 THE WITNESS: June 8th. Okay.

3 June 8th.

4 BY MR. PHAIR:

5 Q. Do you have that, Mr. Konicov?

6 A. I do.

7 Q. We've marked what has been introduced as
8 Konicov Exhibit 6.

9 Do you recognize this document,
10 Mr. Konicov?

11 A. I do.

12 Q. What is it?

13 A. It's a financial presentation made to
14 the bondholders.

15 Q. Okay. And who are the bondholders in
16 this instance?

17 A. You know, I -- I'm drawing a blank as to
18 this report. I -- I'm not familiar with -- I
19 mean, I know that it was prepared. I just don't
20 know the circumstances. I'm not quite sure if
21 your firm was representing the -- yeah. Yeah,
22 Yeah. Okay.

23 So I believe soon after the default took
24 place, I believe there was -- there was a
25 formation of an informal committee. And I

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1 believe this was prepared in connection with --
2 to present to that informal committee. As long
3 as -- as well as the -- as well as to the bond
4 trustee and their counsel as well.

5 Q. Were you involved in preparing this
6 presentation?

7 A. Yes, I was.

8 Q. And was this presentation, was this
9 in-person meeting, Zoom meeting or telephone
10 conference?

11 A. To tell you the truth, I don't recall
12 whether we had any meeting associated with this
13 presentation. I believe it maybe was just
14 delivered via e-mail, and it began the -- the
15 conversation of a potential forbearance agreement
16 with the bondholders.

17 Q. What was the purpose of preparing this
18 presentation?

19 A. I think to just explain the financial
20 condition of the company and explain the
21 company's sources and uses of cash since the
22 beginning of the year and to document the
23 company's assets and liabilities.

24 Q. Okay. Do you believe that the
25 information contained in this presentation is

1 accurate?

2 A. I believe it's reasonable.

3 Q. Wasn't my question.

4 A. Do I believe it's accurate? What do you
5 mean by "accurate"? Accurate is a -- is a very
6 precise term.

7 Q. So the financial -- the financial
8 figures that are presented in this presentation,
9 do you believe these numbers to be accurate?

10 A. I believe -- yes. I believe they
11 were -- they were at the time this report was
12 prepared, that it was based on the information
13 that was currently available.

14 Q. And do you have any reason to doubt the
15 information that was prepared and sent to the
16 bondholders in this presentation?

17 A. I have no reason to doubt.

18 Q. Sitting here today, would you change any
19 of the information or representations in this
20 presentation that was sent to the bondholders?

21 A. I could see the -- the -- at the time
22 this was prepared, I could see the valuation of
23 the preferred units is eight million dollars,
24 which was book value. That was -- that was
25 further refined based on the disclosures that we

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1 had gone over earlier. I could see that the --
2 while the monies went -- are disclosed, and they
3 went out to the preferred stock requirement as
4 disclosed on Page 10, I can see that there was no
5 assets set up for as a potential claim. It was
6 just a different presentation.

7 MS. HARTLEY: Ryan -- sorry, Howard,
8 finish.

9 THE WITNESS: Yeah. I'm just running
10 through here to, maybe we can cut to -- you know
11 what I mean? So I would say those are -- those
12 are two differences.

13 The other differences, I'm not sure what
14 we showed in, you know, this nonsense with the
15 AMRR assignment. I believe that the number that
16 shows here on Page 7, you could see it's a
17 22-million-dollar amount. If I went back to the
18 statement of assets, I'm not sure if -- it was
19 probably -- it may have been 44 million, and I
20 think we got some additional information that
21 demonstrated that that assignment was not
22 legitimate or valid, you know, subsequent to June
23 8th. Those are my comments. Yeah. Go ahead.

24 MS. HARTLEY: Ryan, interrupting the
25 depo because your firm may know as well, the

1 Court has entered an order for relief under
2 Chapter 7, so I would ask that this deposition be
3 terminated at this time.

4 MR. GUFFY: Andrea, this is Phillip
5 Guffy. Can you give us a few moments to talk
6 before we respond to that?

7 MS. HARTLEY: Sure.

8 MR. GUFFY: Can we go off the record,
9 please, Valerie?

10 (WHEREUPON, A RECESS WAS TAKEN FROM 3:18
11 P.M. UNTIL 3:19 P.M., AT WHICH TIME THE
12 DEPOSITION CONTINUED AS FOLLOWS:)

13 MR. GUFFY: In light of the order for
14 relief being entered, the petitioning creditors
15 do consent to ending the deposition.

16 THE COURT REPORTER: So off record?

17 MR. GUFFY: We can go off record.

18 MR. LANGLEY: This is Adam with FedEx.
19 I'll make the same representation for FedEx as
20 well.

21 THE COURT REPORTER: Okay.

22 MR. SULLIVAN: ARRIS joins that.

23 THE COURT REPORTER: Okay. Now off
24 record?

25 MR. GUFFY: I think so.

1 (WHEREUPON, THE DEPOSITION TERMINATED AT
2 2:20 P.M.)
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1 C E R T I F I C A T E
2 STATE OF TENNESSEE)
)
3 COUNTY OF SHELBY)
4

5 I, Valerie Hall Gilliam, CRR, RPR, LCR
6 #456, Licensed Court Reporter, in and for the
7 State of Tennessee, do hereby certify that the
8 above deposition was reported by me, and the
9 transcript is a true and accurate record to the
10 best of my knowledge, skills, and ability to
11 discern testimony and comments via
12 videoconference transmission.

13 I further certify that I am not related
14 to nor an employee of counsel or any of the
15 parties to the action, nor am I in any way
16 financially interested in the outcome of this
17 case.

18 I further certify that I am duly licensed
19 by the Tennessee Board of Court Reporting as a
20 Licensed Court Reporter as evidenced by the LCR
21 number and expiration date following my name
22 below.

23 I further certify that this transcript is
24 the work product of this court reporting agency
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Annotated 39-14-104, Theft of Services.

Dated: I

19 Valerie Hall Gilliam

20 Valerie Hall Gilliam, CRR, RPR, LCR 456
21 Expiration Date June 30, 2024
22
23
24
25

1 In Re Goodman Networks, Inc., D/B/A Goodman Solutions v.
2 Howard Konicov Job No. 5605136

3 E R R A T A S H E E T

4 PAGE_____ LINE_____ CHANGE_____

5 _____

6 REASON_____

7 PAGE_____ LINE_____ CHANGE_____

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9 REASON_____

10 PAGE_____ LINE_____ CHANGE_____

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12 REASON_____

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15 REASON_____

16 PAGE_____ LINE_____ CHANGE_____

17 _____

18 REASON_____

19 PAGE_____ LINE_____ CHANGE_____

20 _____

21 REASON_____

22 _____

23 _____

24 Howard Konicov Date

25 _____

1 In Re Goodman Networks, Inc., D/B/A Goodman Solutions v.
2 Howard Konicov 5605136

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Howard Konicov, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.

10

11

12 _____
Howard Konicov

Date

13 *If notary is required

14

SUBSCRIBED AND SWORN TO BEFORE ME THIS

15

_____ DAY OF _____, 20____.

16

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NOTARY PUBLIC

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[001933 - 2525]

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[understanding - willing]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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